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FILED
HARRISBURG, PA

SEP 04 2002

MARY E. D'ANDREA, CLERK
Per 9/5
Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

PHILLIPS-VAN HEUSEN CORP.,	:	CIVIL ACTION
	:	
Plaintiff	:	
	:	
v.	:	NO. 1:CV00-0665
	:	
J.V.E. Co., Inc.	:	
(a/k/a Japan Vehicle Equipment Co.,	:	(Judge Sylvia H. Rambo)
U.S.A., Inc.)	:	
	:	
Defendant	:	
	:	
and	:	
	:	
MITSUI O.S.K. LINES LTD.,	:	
	:	
Defendant/Third-Party	:	
Plaintiff,	:	
	:	
v.	:	
	:	
KELLAWAY INTERMODAL AND	:	
DISTRIBUTION SYSTEMS, INC.,	:	
et al.	:	
	:	
Third-Party Defendants	:	

**DEFENDANT MITSUI'S PETITION FOR ATTORNEY FEES AND
REIMBURSEMENT OF COST WITH INCORPORATED MEMORANDUM
OF LAW IN SUPPORT**

I. **INTRODUCTION**

Mitsui, by its attorneys, Rawle & Henderson, LLP, requests this Honorable Court to award for payment of attorney fees and costs in the amount of \$66,809.36, and in support states as follows:

Mitsui seeks to enforce its right to a contractual defense and indemnity from Kellaway in the amount of any judgment against it including attorney's fees and costs incurred in defending Mitsui's case. Mitsui is entitled to a judgment against Kellaway for full indemnity and attorney's fees in this matter. The indemnity agreement at issue is clear and unequivocal and unquestionably applies in the instant case. The agreement was an enforceable contract and for the reasons more fully demonstrated below, and in the proposed findings of fact and conclusions of law accompanying the post-trial memorandum, Mitsui is entitled to judgment against Kellaway in the full amount of any judgment, plus interest, all costs to these proceedings and attorney's fees. Mitsui did not waive its right to attorney's fees and costs by failing to place into the record evidence of the fees.

II. **STATEMENT OF RELEVANT FACTS**

In May of 1999, plaintiff, Phillips-Van Heusen Corp. alleged that it

purchased 1,484 mens shirts from an Indonesian manufacturer on FOB terms. The goods were allegedly placed into shipping containers and delivered to defendant, Mitsui, for transportation to the United States and delivery to plaintiff at its facility in Reading, Pennsylvania. The two containers were loaded aboard the M/V APL GARNET in Singapore and discharged in Los Angeles pursuant to through bills of lading 460155893 and 460156264, dated May 16, 1999. The terms of the bills of lading for place of delivery, were Reading, Pennsylvania door. The containers were discharged at Los Angeles on June 5, 1999, and then railed across the country. Following their arrival at the rail head in Kearny, New Jersey, on June 13, 1999, the containers were trucked to the Kellaway terminal in Harrisburg, Pennsylvania, pending delivery to plaintiff.

The containers were sealed prior to delivery to Mitsui, and Mitsui also placed its own seal on the containers. There is no evidence that these seals were disturbed prior to the placement of the containers in the Kellaway terminal. Kellaway was a participant of the Uniform Intermodal Interchange Agreement and Facilities Access Agreement (UIIA) and its transportation and handling of the containers was subject to the agreement. Documentation with regard to customs clearance of the containers indicated that the Mitsui shipments were cleared on Thursday, June 16, 1999, and that notification was faxed to Kellaway at 1351 on that date. Notification

was also provided to GPS, the trucker regularly used to complete delivery, at 1353. On Sunday, June 19, 1999, Kellaway reported the three containers stolen from the Kellaway terminal.

One basis for liability as between Mitsui and Kellaway is controlled by the Uniform Intermodal Interchange Agreement and Facilities Access Agreement (“Agreement”), an agreement in place defining duties and liabilities for intermodal units. Under the Agreement, Mitsui is a provider because it authorized delivery and/or receipt of physical possession of its equipment with Kellaway, a motor carrier, which was also a party to the Agreement. In accordance with Section F of the Agreement, Mitsui tendered the defense of Mitsui in this matter to Kellaway. Under Section F (4), Kellaway as the motor carrier is required to defend, hold harmless and fully indemnify Mitsui against any and all claims, suits, loss, damage or liability (including reasonable attorney’s fees and costs) incurred in the enforcement of the agreement, arising out of or related to Kellaway’s performance of the Agreement. The tender was never accepted and the tender was entered into evidence during the trial without objection and by Stipulation of counsel for Mitsui and Kellaway. Because the attorney’s fees were ongoing, and indeed are still continuing, Mitsui did not place its attorney’s fees into evidence relying on this Court’s inherent power and discretion to rule on the fees after a decision on the

merits had been made. Attached hereto as Exhibit "1" are the attorney billing records of Rawle & Henderson for this matter and invoices for court reporting fees sent directly to the client for direct payment. The fees charged to the client for handling this matter are customary and reasonable as detailed in the Verification of Ann-Michele G. Higgins attached hereto with Exhibit "1" and they should be awarded in their entirety.

III. LEGAL ARGUMENT

A. Mitsui Is Entitled To Await A Decision Before Submitting Evidence of the Amount of Attorney's Fees.

In an admiralty case similar to the current action, the Third Circuit Court of Appeals, after ruling on an interlocutory admiralty decree, remanded the case back to the district court to decide the indemnification issues. SPM Corp. v. M/V MING MOON, 965 F.2d 1297 (3rd. Cir. 1992). The Third Circuit ruled that because the amount of Blue Anchor's reasonable attorney's fees had not been set, the extent of total liability, including indemnification, had not been determined and the district court's order was not final, even though the rights of the parties had been determined. The case was remanded to determine the indemnification issues. Here, as in the MING MOON case, there has not been a final order and the district court retains jurisdiction to resolve the issue of attorney's fees.

During the trial of this matter the tender of defense letter was entered into

evidence without objection. Therefore, the right to contractual indemnity and attorney fees is properly before the court and more importantly Kellaway has had ample notice of it. With regard to the issue of the exact amount of attorney fees to be awarded, it is proper for the court to accept affidavits or motions, with a hearing regarding the fees if disputed, to determine whether they are reasonable. As for the timing of evidence of the fees, it would have been neither practical nor judicially economical for the Court to hear evidence with regard to the extent of fees, because the attorney's fees that Mitsui is entitled to are continuing and would have to be examined again in the future. Additionally, experts are sometimes utilized when examining fees and none of the parties was prepared to retain and pay for experts concerning attorney's fees prior to a determination that such an exercise would be necessary.

In another similar case to the current action, Shearson argued that MidAmerica waived any right to an attorney's fees award by failing to present evidence of the fees to the jury. MidAmerica v. Shearson, 962 F.2d 1470 (10th Cir. 1992). The court explained that "this argument of course turns on whether the § 408 attorneys' fees award is a jury question." Shearson argued that it is a jury question because it is listed as an element of substantive damages in the statute. *See supra* note 4, § 408(a)(2) (emphasized). The court explained that the Ninth Circuit,

addressing this argument in the context of an identical Idaho statute, held that [t]he mere inclusion of reasonable attorneys' fees in [the statute] as an item of recovery does not mean that the subject of attorneys' fees should have been submitted to the jury as a question at law." The allowance and amount of attorneys' fees is not a jury question, but is within the sound discretion of the trial judge. Id. citing, Hatrock v. Edward D. Jones & Co., 750 F.2d 767, 776 (9th Cir. 1984) (interpreting Idaho Code § 30-1446). The court agreed with the Ninth Circuit's interpretation, and found no authority to indicate that the Oklahoma Supreme Court would interpret § 408 differently. The court stated, "by reciting items of recovery on directed verdict the court did nothing more than paraphrase the statute. Accordingly, we find no waiver." However, even with the distinction that this is a contractual indemnity claim as opposed to a statutory claim, the standard is the same. McGuire v. Russell Miller, Inc., 1 F.3d 1306 (2d Cir.1993). In jury cases, the issue of indemnity is for the jury, and if there is to be such a recovery, the judge decides the reasonable amount, post verdict. Such a ruling avoids the prejudice that Kellaway claims would result if it had not yet hired an expert on the issue. Further, it avoids the impractical possibility that multiple exhibits regarding ongoing fees would need to be submitted.

The determination of the award of attorney's fees in this case is within the

sound discretion of the trial judge. Up until the time of a final judgment where all of the issues are decided, the trial judge can decide the issue of the quantum of attorney fees at her own discretion including having an additional hearing on the issue.

B. The Indemnity Agreement is Aleatory and Not Applicable Until the Underlying Case is Resolved.

Obligations of indemnity, contribution and defense are aleatory and do not actually arise or become an obligation until the party who is claiming such rights is found liable for the underlying claim. In a maritime case that addressed an insurer's obligation to indemnity and duty to defend, the court held that they were not attachable. Robinson v. Shearer & Sons, Inc., 429 F.2d 83, 85 (3rd Cir. 1970). In Robinson, the plaintiff alleged that an insurer's obligation to indemnity and duty to defend was attachable under Rule B(1) of the Supplemental Rules for Certain Admiralty and Maritime Claims. Id. The Robinson court first determined that the obligation to indemnify is not a "debt" as applicable to the rule. The court explained that "historically attachable property fell within one of two categories. It was either tangible property of a defendant capable of being seized and sold in satisfaction of a judgment or it was a contractual liability owing from the garnishee to the defendant which, at the time of attachment, could have supported a present or

future action by the defendant against the garnishee.” Id. The court held that because an indemnification agreement is aleatory and thus may never become absolute, it concluded that it is not a debt subject to federal attachment prior to the actual determination that the insured is liable and the policy terms cover his liability. Id. at 85. Similarly if this court determines that Mitsui is entitled to indemnity and attorney’s fees, at that time the issues of indemnity and attorney’s fees would become an obligation. Of course as a matter of judicial economy and to avoid having duplicative proceedings with regard to the same issues it has become common for courts to address both issues at the same time. However, in no way could Mitsui have waived the claim for attorney fees by not placing into evidence the exact amount of fees it is seeking. This court should allow additional evidence at the time of deciding the issues on the attorney’s fees by way of Affidavit and/or Motion.

C. The Indemnity Agreement is Valid Under Pennsylvania Law.

The test used to determine the enforceability of an indemnity clause is as follows:

First, the clause must not contravene public policy. Second, the contract must relate solely to the private affairs of contracting parties and not include a matter of public interest. Third, each party must be a free bargaining agent. In addition, an . . . indemnity clause will still not be enforced unless it is clear that the

beneficiary of the clause is being relieved of liability only for his/her own acts of negligence. The clause must be construed strictly and the contract must state the intention of the parties with the greatest particularity. Furthermore, any ambiguity must be construed against the party seeking immunity, and that party also has the burden of proving each of the prerequisites of enforcement.

Valhal Corp. v. Sullivan Assoc., Inc., 44 F.3d 195, 202 (3d Cir. 1995) citing Topp Copy Products, Inc. v. Singletary, 626 A.2d 98 (Pa. 1993). Generally, indemnity provisions such as the one involved herein are disfavored, and therefore must meet the above requirements in order to be enforceable. See Valhal Corp. at 202.

Here, it is unlikely that the clause contravenes public policy. “[I]ndemnity provisions of this type . . . are frequently relied upon by the parties as a means of allocating the responsibility of obtaining insurance. Thus, they purportedly serve a reasonable business purpose.” Egan v. Atlantic Richfield Co., 566 A.2d 1249, 1252 (Pa.Super. 1989). Also, the Contract relates to the private affairs of the parties. Further, the Contract likely does not include a matter of public interest.

Insofar as the third requirement is concerned, “[c]ontracts of adhesion involve agreements between parties who are not of equal bargaining power.” Egan at 1252. “The commercial or individual status of the parties is significant in determining whether the court will find a contract of adhesion.” Id. citing Bank Towers Communications, Ltd. v. Home Ins. Co., 590 F.Supp. 1038 (E.D. Pa.

1984). “Another factor of significance is awareness on the part of the assertedly weaker party of the contract’s specific terms.” Id. citing Bishop v. Washington, 480 A.2d 1088 (Pa.Super. 1984).

However, “[m]ere unequal bargaining power between contracting parties does not render their contracts unconscionable.” Stanley A. Klopp, Inc. v. John Deere Co., 510 F.Supp. 807, 811 (E.D.Pa. 1981) citing Phillips Machinery Co. v. LeBlond, Inc., 494 F.Supp. 318 (N.D.Okla. 1980). “Nor is negotiation necessary between parties.” Id. In determining whether a clause in a contract is unconscionable, “[t]he basic test is whether, in the light of the general commercial background and the commercial needs of the particular trade or case, the clauses involved are so one-sided as to be unconscionable under the circumstances existing at the time of the making of the contract.” Metalized Ceramics for Electronics, Inc. v. National Ammonia Co., 663 A.2d 762, 764 (Pa.Super. 1995). “[A] contract or a clause in a contract is to be considered unconscionable if there is ‘an absence of meaningful choice on the part of one of the parties together with contract terms which are unreasonably favorable to the other.’” Id. at 764-5 (citations omitted). “A number of courts have recognized that, although it is possible, rarely will a commercial contract or term be found to be unconscionable.” Stanley A. Klopp, Inc. at 810. In this case, Kellaway’s COO has testified as to the mutual benefits of

the UIIA on carriers and truckers.

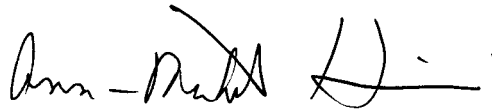
III. CONCLUSION

Based on the unchallenged evidence of record and unequivocal statement of the law, Mitsui is entitled to judgment in its favor that Kellaway had a duty to defend and indemnify which it failed to acknowledge. Additionally, it is within the sound discretion of the trial court to accept by attorney verification and supporting records the amount of attorney fees once a judgment has been entered. Attorney fees and costs should be awarded in the amount of \$66,809.36.

Respectfully submitted,

RAWLE & HENDERSON LLP

By:



Ann-Michele G. Higgins
Charles W. McCammon
Attorneys for defendant/third party plaintiff
Mitsui O.S.K. Lines, Ltd.
The Widener Building
One South Penn Square
Philadelphia, PA 19107
(215) 575-4000

VERIFICATION

I, Ann-Michele G. Higgins, Esquire, hereby verify that the following facts are true and correct to the best of my knowledge, information and belief:

1. I am a trial attorney of extensive background and have been admitted to the practice of law before the Supreme Court of Pennsylvania since 1992. I am also admitted to practice before the Supreme Court of New Jersey.
2. Cases involving commercial admiralty and maritime claims comprise over 95% of my caseload.
3. I have served as a trial attorney in admiralty and maritime cases extensively in federal courts, including the United States District Court for the Eastern Districts of Pennsylvania, United States District Courts for the District of New Jersey, and the United States District Court for the Southern District of New York.
4. The representation of this matter was originally managed by David P. Thompson, a partner at Rawle & Henderson with similar maritime expertise. Assisting Mr. Thompson were several associates working in the transportation department.
5. In August of 2001, Mr. Thompson departed Rawle & Henderson and the future management of this file was assigned to me at the request of the client. Mr. Charles W. McCammon was also assigned to work on this matter just prior to Mr. Thompson's departure based on the admiralty and maritime issues involved.
6. Mr. McCammon has served as an associate in the admiralty and maritime department of Rawle & Henderson since 1999, limiting his practice almost exclusively during

this period to the prosecution and defense of claims relating to admiralty and maritime matters. He has been responsible for all phases of those representations from initiation to conclusion, albeit (as in the present matter) I am usually responsible for final presentation of cases tried to a court and jury in larger matters.

7. During the majority of the litigation, my hourly rate charged to non-contingent clients remained at \$175.00 per hour. Mr. McCammon's rate charged to non-contingent fee clients was \$150.00 for most admiralty and maritime matters.

8. Throughout the action, the plaintiff and co-defendant herein seriously contested each issue. Additionally, extensive discovery took place prior to the trial.

9. As a consequence of the degree of that adversariality, counsel has had to extensively research, draft and prepare for each step of this action in a manner not always accorded admiralty and maritime claims.

10. The number of hours spent on this action was reflective of the number of issues raised and the importance of protecting the substantial verdict rendered upon the trial. The number of hours spent on the present action is consistent with time spent by my office in similar circumstances where clients were directly billed and the firm was paid for its time.

11. The number of hours expended by counsel on this action as reflected in the schedules attached as Exhibit "1" was reasonable and necessary to the prosecution of this action and no billing was engaged in which was repetitious or unreasonable in light of the circumstances presented.

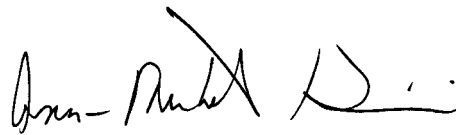
12. Attorney fees and costs associated with defending this matter total \$66,809.36.

13. No billing was made for clerical work performed by secretarial personnel, and all work done was reflective of the fact that counsel's firm concentrates its practice in the area of litigation. The recording of hours spent on this claim was done in strict accordance with office policy and contemporaneous with the actual time spent on daily time records.

14. All work appropriate to his experience was passed to Charles W. McCammon, Esquire, who has lower hourly rates than myself.

15. The billing rates utilized in calculating the requested fees are the rates which counsel normally bills for legal services and have received payment in accordance therewith. My office communicates these rates to our clients, and bills and collects fees on the basis of these rates for hundreds of hours spent by each lawyer in rendering transactional advice and litigation services. Our billing is completely computerized, and each client account is reviewed by staff and attorneys each month for accuracy and relationship to each hour spent.

16. I understand that the statements in this Verification are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

A handwritten signature in dark ink, appearing to read "Ann-Michele G. Higgins", written over a horizontal line.

Ann-Michele G. Higgins, Esquire

ATTORNEY FEE BILLING SCHEDULE

Unbilled to Date	\$ 6,575.02	Exhibit "A"
July 25, 2002	\$17,978.09	Exhibit "B"
April 4, 2002	\$15,392.72	Exhibit "C"
March 6, 2002	\$11,265.82	Exhibit "D"
January 11, 2002	\$ 6,122.41	Exhibit "E"
October 31, 2002	\$ 5,518.61	Exhibit "F"
April 16, 2002	\$ 1,901.44	Exhibit "G"
September 26, 2002	<u>\$ 909.45</u>	Exhibit "H"
Total	\$65,663.56	

CLIENT'S DIRECT PAYMENTS

Royal Court Reporting 12/26/01	\$ 581.35	Exhibit "I"
Royal Court Reporting 10/19/01	\$ 564.45	Exhibit "J"
Total	\$ 1,145.80	
Grand Total	\$66,809.36	

PLEASE, NOTE: ALL APPLICABLE RESPONSES MUST BE COMPLETED. OTHERWISE
 THE BILL AND DBR WILL BE RETURNED TO YOU UNPROCESSED!!!

 Rawle & Henderson
 BILL. ATTORNEY: 0565 Ann-Michele Higgins DETAILED BILLING REPORT AS OF AUGUST 31, 2002 PAGE 1

CLIENT 006135 THOMAS MILLER (AMERICAS) INC. ADDRESS: Mel Patterson
 MATTER 435168 M/V APL GARNET Thomas Miller (Americas), Inc.
 505 Montgomery Street
 San Francisco, CA 94111-5401

YOUR FILE #: M/V APL GARNET VOYAGE 1/E 6/18-19/99

CLAIM #: 99/013232

) - - - F E E B I L L I N G - - -

SALUTATION: Mr. Patterson

DO YOU WANT TO: (CHECK ONE OF THE FOLLOWING)

___ BILL ALL THE TIME ON DBR AMOUNT \$ _____

___ BILL ALL THE TIME THRU ____/____/____ AMOUNT \$ _____

DO YOU WANT TO APPLY PREVIOUS FEE RETAINER? IF YES, HOW MUCH? AMOUNT \$ (_____)

DO YOU WANT TO WRITE-OFF TIME ENTRIES? ALL ___ SOME ___ (INDICATE INDIVIDUAL ENTRIES ON DBR)

DO YOU WANT TO TRANSFER ANY TIME ENTRIES? IF YES, INDICATE CLIENT/MATTER NUMBERS ON INDIVIDUAL ENTRIES ON DBR.

) - - - D I S B U R S E M E N T B I L L I N G - - -

DO YOU WANT TO: (CHECK ONE OF THE FOLLOWING)

___ BILL DISBURSEMENTS FOR EXACT VALUE ON DBR AMOUNT \$ _____

___ BILL PORTION OF DISBURSEMENTS ON DBR (IF YES, COMPLETE BELOW) AMOUNT \$ _____

FOR UNBILLED DISBURSEMENTS REMAINING, DO YOU WANT TO:

___ WRITE-OFF (INDICATE INDIVIDUAL ITEMS ON DBR) AMOUNT \$ _____

___ CARRYFORWARD (INDICATE INDIVIDUAL ITEMS ON DBR) AMOUNT \$ _____

___ TRANSFER (INDICATE CLIENT/MATTERS OF ITEMS ON DBR) ... AMOUNT \$ _____

DO YOU WANT TO APPLY PREVIOUS DISB. RETAINER? IF YES, HOW MUCH? AMOUNT \$ (_____)

*TOTAL FEES & DISBURSEMENTS THIS MATTER ONLY AMOUNT \$ _____

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Rawle & Henderson (RUN 09/03/02 02:58pm)
 BILLING ATTORNEY:0565 Ann-Michele Higgins DETAILED BILLING REPORT THRU AUGUST 31, 2002 PAGE 2
 IMAGE NUMBER: 85797

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CLIENT 006135	THOMAS MILLER (AMERICAS) INC.	LAST DATE BILLED 06/25/02	FEEs and DISBURSEMENTS
MATTER 435168	M/V APL GARNET	DATE BILLED THRU 04/08/02	

=====

SEQUENCE	DATE	***PROFESSIONAL SERVICES***	---HOURS WORKED---		TIMEKEEPER		---TIME VALUE---	
			AGREED	REVISED	ACTUAL	RVSD	AGREED	REVISED
2829144	04/08/02	PREPARED FINDINGS OF FACT AND CONCLUSIONS OF LAW.	5.0	NP	0565AMH		825.00	0.00
2795113	04/09/02	CONFERENCE WITH AMH REGARDING MEMORANDUM ON ATTORNEYS	0.4		0708CWM		60.00	
		FEEs; REVISIONS TO MEMORANDUM REGARDING SAME.						
2830294	04/09/02	CORRESPONDENCE WITH CLIENT. PREPARED FINDINGS OF FACT AND	5.2		0565AMH		858.00	
		CONCLUSIONS OF LAW.						
2801514	04/10/02	POST-TRIAL PLEADINGS; TELEPHONE CONFERENCES WITH OPPOSING	8.5	5.5	0565AMH		1,402.50	907.50
		COUNSEL (PLAINTIFF AND KELLAWAY) REGARDING CASE LAW FOR						
		BRIEF						
2830230	04/11/02	FILED BRIEF AND PREPARED FINDINGS OF FACT AND CONCLUSIONS	1.5		0565AMH		247.50	
		OF LAW WITH COURT.						
L2831255	04/12/02	RECEIVED AND REVIEWED CORRESPONDENCE FROM OPPOSING	1.0		0565AMH		165.00	
		COUNSEL (PLAINTIFF AND MAERSK) ENCLOSING FINDINGS OF FACT						
		AND CONCLUSIONS OF LAW.						
L2831013	04/17/02	DRAFTED STATUS REPORT TO CLIENT REGARDING FINDINGS OF	0.7		0565AMH		115.50	
		FACT AND CONCLUSIONS OF LAW. REVIEWED KELLAWAY FINDINGS						
		OF FACT AND CONCLUSIONS OF LAW.						
2864554	05/16/02	PREPARED AND SENT STATUS REPORT TO CLIENT	1.3		0565AMH		214.50	
L2942640	06/26/02	RECEIVED AND REVIEWED CORRESPONDENCE FROM OPPOSING	0.1		0565AMH		16.50	
		COUNSEL ENCLOSING CORRESPONDENCE TO JUDGE AND RECENT						
		CASE. CORRESPONDENCE TO CHICAGO COUNSEL.						
2943168	07/11/02	FINALIZED AND SENT STATUS REPORT TO CLIENT.	0.6		0565AMH		99.00	
2979304	08/16/02	RECEIVED AND REVIEWED OPINION FROM COURT PREVAILING AT	2.5		0565AMH		412.50	
		TRIAL; TELEPHONE CONFERENCE WITH MR. HARTMANN; TELEPHONE						
		CONFERENCE WITH CLUB; PREPARED AND SENT STATUS REPORT TO						

BILLING ATTORNEY:0565 Ann-Michele Higgins
 Rawle & Henderson (RUN 09/03/02 02:58pm)
 DETAILED BILLING REPORT THRU AUGUST 31, 2002 PAGE 3
 IMAGE NUMBER: 85797

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CLIENT 006135	THOMAS MILLER (AMERICAS) INC.	LAST DATE BILLED 06/25/02	FEEs and DISBURSEMENTS
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=====

SEQUENCE	DATE	***PROFESSIONAL SERVICES***	---HOURS WORKED---		TIMEKEEPER		----TIME VALUE----	
			AGREED	REVISED	ACTUAL	RVSD	AGREED	REVISED

CLIENT								
2979917	08/20/02	CONDUCTED LEGAL RESEARCH AND ANALYSIS REGARDING MOTION	5.5		0565AMH		907.50	
FOR FEES; TELEPHONE CONFERENCES WITH CLERK FOR JUDGE;								
RECEIVED AND REVIEWED ORDER; PREPARED AND SENT STATUS								
REPORT TO CLIENT								
2978665	08/21/02	FORWARDED COURT ORDER TO CLUB	0.1		0565AMH		16.50	
2972252	08/27/02	ORGANIZE AND WORK ON PUTTING TOGETHER CLAIM FOR ATTORNEY	1.8		0708CWM		270.00	
FEES; DRAFT VERIFICATION FOR AMH.								
2973397	08/28/02	REVIEW CORRESPONDENCE TO PULL BILLS TO CLIENT FOR USE AS	1.2		0708CWM		180.00	
EXHIBIT CONCERNING ATTORNEY FEES.								
TIME VALUE TOTAL			35.4	27.4			5,790.00	4,470.00

DISBURSEMENTS

SEQUENCE	DATE	REFER-#	CODE	CTRL-#	TKPR	AMOUNT	REVISED
-----	-----	-----	----	-----	----	-----	-----
1957224	04/09/02	16	C04160	AMH	DUPLICATING IN-OFFICE Copies: 17	4.25	
					2		
1957231	04/09/02	16	C04160	AMH	DUPLICATING IN-OFFICE Copies: 28	7.00	
					2		
1957225	04/11/02	16	C04160	AMH	DUPLICATING IN-OFFICE Copies: 93	23.25	
					2		
1957226	04/11/02	16	C04160	AMH	DUPLICATING IN-OFFICE Copies: 79	19.75	
					2		
1957227	04/11/02	16	C04160	AMH	DUPLICATING IN-OFFICE Copies: 104	26.00	
					2		

BILLING ATTORNEY:0565 Ann-Michele Higgins

Rawle & Henderson
 DETAILED BILLING REPORT
 IMAGE NUMBER: 85797

(RUN 09/03/02 02:58pm)

THRU AUGUST 31, 2002

PAGE 4

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CLIENT 006135	THOMAS MILLER (AMERICAS) INC.	LAST DATE BILLED 06/25/02	FEEs and DISBURSEMENTS
MATTER 435168	M/V APL GARNET	DATE BILLED THRU 04/08/02	

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DISBURSEMENTS

SEQUENCE	DATE	REFER-#	CODE	CTRL-#	TKPR		AMOUNT	REVISED
-----	-----	-----	-----	-----	-----		-----	-----
1957229	04/11/02		16	C04160	AMH	DUPLICATING IN-OFFICE Copies: 12	3.00	
				2				
1957228	04/12/02		16	C04160	AMH	DUPLICATING IN-OFFICE Copies: 2	0.50	
				2				
1957230	04/12/02		16	C04160	AMH	DUPLICATING IN-OFFICE Copies: 19	4.75	
				2				
1957232	04/12/02		16	C04160	AMH	DUPLICATING IN-OFFICE Copies: 2	0.50	
				2				
1979503	05/09/02		16	C05130	AMH	DUPLICATING IN-OFFICE Copies: 135	33.75	
				2				
1984470	05/16/02		16	C05200	AMH	DUPLICATING IN-OFFICE Copies: 35	8.75	
				2				
2030930	07/11/02		16	C07150	AMH	DUPLICATING IN-OFFICE Copies: 9	2.25	
				2				
2048856	07/25/02		16	T07310	AMH	DUPLICATING IN-OFFICE Copies: 12	3.00	
				2				
2062664	08/16/02		16	C08200	AMH	DUPLICATING IN-OFFICE Copies: 68	17.00	
				2				
2062665	08/16/02		16	C08200	AMH	DUPLICATING IN-OFFICE Copies: 33	8.25	
				2				
2066880	08/16/02		16	C08180	AMH	DUPLICATING IN-OFFICE Copies: 68	17.00	
				2				
2066881	08/16/02		16	C08180	AMH	DUPLICATING IN-OFFICE Copies: 33	8.25	
				2				

BILLING ATTORNEY: 0565 Ann-Michele Higgins
 Rawle & Henderson (RUN 09/03/02 02:58pm)
 DETAILED BILLING REPORT THRU AUGUST 31, 2002 PAGE 5
 IMAGE NUMBER: 85797

CLIENT 006135 THOMAS MILLER (AMERICAS) INC. LAST DATE BILLED 06/25/02 FEES and DISBURSEMENTS
 MATTER 435168 M/V APL GARNET DATE BILLED THRU 04/08/02

DISBURSEMENTS

SEQUENCE	DATE	REFER-#	CODE	CTRL-#	TKPR	AMOUNT	REVISED
2069757	08/20/02	16	C08250	AMH	DUPLICATING IN-OFFICE Copies: 32	8.00	
					2		
2069758	08/22/02	16	C08250	AMH	DUPLICATING IN-OFFICE Copies: 27	6.75	
					2		
					TYPE TOTAL DUPLICATING IN-OFFICE	202.00	
1952759	04/09/02	27	ph0409	AMH	POSTAGE/SHIPPING	0.57	
					p		
1952770	04/09/02	27	ph0409	CDB	POSTAGE/SHIPPING	0.34	
					p		
1952919	04/09/02	27	ph0409	CDB	POSTAGE/SHIPPING	0.34	
					p		
1953647	04/11/02	27	ph0411	AMH	POSTAGE/SHIPPING	1.72	
					p		
1953648	04/11/02	27	ph0411	AMH	POSTAGE/SHIPPING	1.72	
					p		
1953649	04/11/02	27	ph0411	AMH	POSTAGE/SHIPPING	1.72	
					p		
1953652	04/11/02	27	ph0411	AMH	POSTAGE/SHIPPING	1.95	
					p		
1954507	04/12/02	27	ph0412	AMH	POSTAGE/SHIPPING	0.57	
					p		
1982838	05/16/02	27	ph0516	AMH	POSTAGE/SHIPPING	1.49	
					p		

Rawle & Henderson (RUN 09/03/02 02:58pm)
 BILLING ATTORNEY:0565 Ann-Michele Higgins DETAILED BILLING REPORT THRU AUGUST 31, 2002 PAGE 6
 IMAGE NUMBER: 85797

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CLIENT 006135	THOMAS MILLER (AMERICAS) INC.	LAST DATE BILLED 06/25/02	FEEs and DISBURSEMENTS
MATTER 435168	M/V APL GARNET	DATE BILLED THRU 04/08/02	

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DISBURSEMENTS

SEQUENCE	DATE	REFER-#	CODE	CTRL-#	TKPR		AMOUNT	REVISED
-----	-----	-----	----	-----	-----		-----	-----
1982839	05/16/02		27	ph0516	AMH	POSTAGE/SHIPPING	1.49	
				P				
1922602	06/07/02		27	ph0607	AMH	POSTAGE/SHIPPING	0.57	
				P				
2040078	07/25/02		27	ph0725	AMH	POSTAGE/SHIPPING	0.60	
				P				
				TYPE TOTAL		POSTAGE/SHIPPING	13.08	
2063883	08/16/02		34	C08200	AMH	FACSIMILE Pages: 4	6.00	
				2				
2063884	08/16/02		34	C08200	AMH	FACSIMILE Pages: 4	6.00	
				2				
2067761	08/16/02		34	C08180	AMH	FACSIMILE Pages: 4	6.00	
				2				
2067762	08/16/02		34	C08180	AMH	FACSIMILE Pages: 4	6.00	
				2				
2071754	08/20/02		34	C08250	AMH	FACSIMILE Pages: 3	4.50	
				2				
2071757	08/20/02		34	C08250	AMH	FACSIMILE Pages: 3	4.50	
				2				
2071755	08/21/02		34	C08250	AMH	FACSIMILE Pages: 3	4.50	
				2				
2071756	08/21/02		34	C08250	AMH	FACSIMILE Pages: 3	4.50	
				2				
				TYPE TOTAL		FACSIMILE	42.00	

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 BILLING ATTORNEY:0565 Ann-Michele Higgins DETAILED BILLING REPORT THRU AUGUST 31, 2002 PAGE 7
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CLIENT 006135	THOMAS MILLER (AMERICAS) INC.	LAST DATE BILLED 06/25/02	FEES and DISBURSEMENTS
MATTER 435168	M/V APL GARNET	DATE BILLED THRU 04/08/02	

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DISBURSEMENTS

SEQUENCE	DATE	REFER-#	CODE	CTRL-#	TKPR	AMOUNT	REVISED
-----	-----	-----	----	-----	----	-----	-----
L1978737	04/10/02		35	T04300	AMH LONG DISTANCE	0.72	
				2			
1971156	04/11/02		35	T04300	AMH LONG DISTANCE	1.03	
				2			
1971155	04/12/02		35	T04300	AMH LONG DISTANCE	0.72	
				2			
1971154	04/18/02		35	T04300	AMH LONG DISTANCE	1.64	
				2			
2070377	08/16/02		35	T08250	AMH LONG DISTANCE	3.29	
				2			
2070378	08/20/02		35	T08250	AMH LONG DISTANCE	0.54	
				2			
				TYPE TOTAL	LONG DISTANCE	7.94	
1896260	02/05/02	53098	40	C2502	AMH MISCELLANEOUS EXPENSES 1001 CASH M/V APL GARNET	100.00	
					#435168 1/15/02		
1902575	02/12/02	53402	40	C21202	AMH MISCELLANEOUS EXPENSES 1001 CASH AMH ADVANCE M/V	100.00	
					APL GARNET 2/8/02		
				TYPE TOTAL	MISCELLANEOUS EXPENSES	200.00	
					TOTAL DISBURSEMENTS	465.02	

BILLING ATTORNEY:0565 Ann-Michele Higgins

Rawle & Henderson
 DETAILED BILLING REPORT
 IMAGE NUMBER: 85797

(RUN 09/03/02 02:58pm)

THRU AUGUST 31, 2002

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CLIENT 006135 THOMAS MILLER (AMERICAS) INC.
 MATTER 435168 M/V APL GARNET

LAST DATE BILLED 06/25/02
 DATE BILLED THRU 04/08/02

FEES and DISBURSEMENTS

DISBURSEMENT SUMMARY				TIMEKEEPER SUMMARY							
CODE	DESCRIPTION	AMOUNT	REVISED	TIMEKEEPER	RATE	HOURS	VALUE	RATE	HOURS	VALUE	LAST ENTRY
16	DUPLICATING IN-OFFICE	202.00		0565 (P) AMH	175.00	32.0	5,600.00		24.0	3,960.00	082102
27	POSTAGE/SHIPPING	13.08		0708 (A) CWM	150.00	3.4	510.00				082802
34	FACSIMILE	42.00									
35	LONG DISTANCE	7.94									
40	MISCELLANEOUS EXPENSES	200.00									
TOTAL DISBURSEMENTS		465.02	465.02	FEES VALUE			5,790.00			4,470.00	
				LESS CASH RETAINER			0.00				
				LESS BILLED RETAINER			0.00				
				TOTAL FEES			5,790.00				
							6,110.00				
							6,110.00				
							6,235.02				
							6,575.02				

*** TOTAL FEES & DISBURSEMENTS ***

* BILLING & PAYMENT HISTORY ***

INVOICE #	DATE	FEE AMOUNT	DISB AMOUNT	FEE RECEIVED	DISB RECEIVED	ADJUSTMENTS	ON ACCOUNT	CURR BALANCE
0009651	09/22/00	954.00	36.45	954.00	36.45	0.00	0.00	0.00
0011525	11/22/00	669.00	235.10	669.00	235.10	0.00	0.00	0.00
2000 - YTD TOTALS		1,623.00	271.55	1,623.00	271.55	0.00	0.00	0.00
0102670	02/23/01	2,301.00	270.37	2,301.00	270.37	0.00	0.00	0.00
0104605	04/16/01	1,741.50	159.94	1,741.50	159.94	0.00	0.00	0.00
0108396	08/09/01	954.00	36.45	954.00	36.45	0.00	0.00	0.00
0108397	08/09/01	669.00	235.10	669.00	235.10	0.00	0.00	0.00
0108398	08/09/01	2,301.00	270.37	2,301.00	270.37	0.00	0.00	0.00
0108399	08/09/01	1,741.50	159.94	1,741.50	159.94	0.00	0.00	0.00
274-RNST	08/09/01	-954.00	-36.45	-954.00	-36.45	0.00	0.00	0.00
275-RNST	08/09/01	-669.00	-235.10	-669.00	-235.10	0.00	0.00	0.00
276-RNST	08/09/01	-2,301.00	-270.37	-2,301.00	-270.37	0.00	0.00	0.00
277-RNST	08/09/01	-1,741.50	-159.94	-1,741.50	-159.94	0.00	0.00	0.00
0110289	10/10/01	4,905.00	613.61	4,905.00	613.61	0.00	0.00	0.00
0110861	10/31/01	5,692.50	66.91	5,692.50	66.91	0.00	0.00	0.00
0112820	12/20/01	6,055.50	66.91	6,055.50	66.91	0.00	0.00	0.00
509-RNST	12/20/01	-5,692.50	-66.91	-5,692.50	-66.91	0.00	0.00	0.00

BILLING ATTORNEY:0565 Ann-Michele Higgins
 Rawle & Henderson (RUN 09/03/02 02:58pm)
 FILE DETAIL REPORT THRU AUGUST 31, 2002 PAGE 9
 =====
 CLIENT 006135 THOMAS MILLER (AMERICAS) INC.
 MATTER 435168 M/V APL GARNET
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* BILLING & PAYMENT HISTORY ***

INVOICE # --DATE--	FEE AMOUNT	DISB AMOUNT	FEE RECEIVED	DISB RECEIVED	ADJUSTMENTS	ON ACCOUNT	CURR BALANCE
2001 - YTD TOTALS	15,003.00	1,110.83	15,003.00	1,110.83	0.00	0.00	0.00
02011175 01/31/02	10,970.00	295.82	10,970.00	295.82	0.00	0.00	0.00
02021071 02/28/02	14,632.50	760.22	14,632.50	760.22	0.00	0.00	0.00
0206891 06/25/02	16,120.00	1,413.09	0.00	0.00	0.00	0.00	17,533.09
2002 - YTD TOTALS	41,722.50	2,469.13	25,602.50	1,056.04	0.00	0.00	17,533.09
MATTER TOTALS	58,348.50	3,851.51	42,228.50	2,438.42	0.00	0.00	17,533.09

B

LAWLE & HENDERSON LLP
 THE WIDENER BUILDING
 ONE SOUTH PENN SQUARE
 PHILADELPHIA, PA 19107
 215-575-4200
 TAX ID NO: 23-1525820

The United Kingdom Mutual Steamship
 Assurance Association (Bermuda) Ltd.
 As paying agent of the owner
 of the M/V APL GARNET
 c/o Thomas Miller P&I

M/V APL GARNET
 Container Thefts of
 Men's Shirts
 B/L 460155893
 and 460156264
 dated May, 16, 1999.

Attention: Service Department
 Invoice No. 0206891
 Invoice Date: 6/25/02

Your Ref: 99/013232
 Matter No. 435,168
 Service: Legal

 Re: M/V APL GARNET

FOR PROFESSIONAL SERVICES RENDERED FROM 02/01/02 THROUGH 04/08/02:

Date	Tkpr		Hours	Value
-----	----		-----	-----
02/01/02	AMH	CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING MISSING DOCUMENTS.	0.4	66.00
02/04/02	AMH	PREPARED AND SENT CORRESPONDENCE TO KELLAWAY COUNSEL REGARDING UIIA CONTRACT; TELEPHONE CONFERENCE WITH OPPOSING COUNSEL (MAERSK) REGARDING STATUS OF DEPOSITION OF UIIA WITNESS; TELEPHONE CONFERENCE WITH OPPOSING COUNSEL (KELLAWAY) REGARDING PROPOSAL TO POSTPONE DEP AND REVIEW ADMISSIBILITY OF UIIA CONTRACT; TELEPHONE CONFERENCE WITH OPPOSING COUNSEL (PLAINTIFF) REGARDING TRIAL STATUS AND TIME FOR NEXT WEEK;	6.1	1,067.50
02/06/02	CWM	RECEIVE AND REVIEW CORRESPONDENCE FROM COUNSEL REPRESENTING MAERSK REGARDING SUPPLEMENTING EXHIBIT LIST; TELEPHONE CALL TO COUNSEL FOR MAERSK REGARDING DEPOSITION TRANSCRIPT OF PHILLIPS VAN HEUSEN.	0.5	75.00
02/06/02	AMH	PREPARED AND SENT TRIAL STATUS REPORT TO CLIENT. PRE-TRIAL ISSUES. MOTION OBJECTING TO LATE DISCOVERY. VARIOUS	5.8	957.00

006135
435168 M/V APL GARNET
06/25/02

Invoice Number 0206891
Page 2

Date	Tkpr		Hours	Value
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		TELEPHONE CONFERENCES REGARDING LACK OF SETTLEMENT NEGOTIATIONS.		
02/07/02	CWM	TELEPHONE CALL TO MAERSK COUNSEL REGARDING DEPOSITION OF PVH; CONFERENCE WITH AMH REGARDING EXHIBIT LIST; PULL AND LOOK AT EXHIBIT LIST REGARDING CUSTOMS DOCUMENTATION; RECEIVE DEPOSITION TRANSCRIPT FROM COURT REPORTER.	0.5	75.00
02/07/02	AMH	PREPARED FOR TRIAL.	6.5	1,072.50
02/08/02	CWM	CONFERENCE WITH AMH REGARDING DRAFTING LETTER TO KELLAWAY'S COUNSEL REGARDING OUTSTANDING DISCOVERY ISSUE AND WORKING ON EXHIBITS; REVIEW FILE WITH REGARD TO EXHIBITS AND TO FIND WHETHER WE EVER RECEIVED BILL OF LADING OVERLEAF; RELABLE EXHIBITS REGARDING WAYBILL ISSUE; DRAFT LETTER TO KELLAWAY'S COUNSEL; RECEIVE AND REVIEW ADDITIONAL DOCUMENTS FROM PLAINTIFF'S COUNSEL REGARDING CLAIM FOR LOST PROFITS; WORK ON EXHIBIT SHEET WITH REGARD TO OBJECTIONS TO EXHIBITS.	1.9	285.00
02/08/02	AMH	TELEPHONE CONFERENCE WITH OPPOSING COUNSEL (PLAINTIFF) REGARDING MITSUI DEPOSITION. PREPARED AND SENT CORRESPONDENCE TO OPPOSING COUNSEL. TELEPHONE CONFERENCES WITH MR. PATWARDHAN. PREPARED FOR TRIAL.	7.8	1,287.00
02/11/02	CWM	TELEPHONE CONFERENCE WITH PLAINTIFF'S COUNSEL REGARDING DEPOSITION TRANSCRIPT FROM MITSUI DEPOSITION; RECEIVE AND REVIEW MITSUI DEPOSITION TRANSCRIPT; REVIEW ADDITIONAL FILE MATERIAL AND ORGANIZE FOR TRIAL.	0.7	105.00
02/11/02	AMH	TELEPHONE CONFERENCE WITH JUDGE'S CLERK GRANTING OUR DISCOVERY ORDER. TRAVELED TO NEW JERSEY AND ATTENDED DEPOSITION OF	8.7	1,435.50

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435168
06/25/02

M/V APL GARNET

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Page 3

Date	Tkpr		Hours	Value
-----	----		-----	-----
		MITSUI WITNESS. PREPARED AND SENT STATUS REPORT TO CLIENT. PREPARED FOR TRIAL.		
02/12/02	CWM	TRAVEL TO HARRISBURG PA TO PARTICIPATE IN TRIAL; PARTICIPATE IN TRIAL; RETURN TO PHILADELPHIA.	8.3	1,245.00
02/12/02	AMH	ATTENDED TRIAL	12.0	2,100.00
02/13/02	CWM	ATTEND AND PARTICIPATE IN TRIAL.	5.2	780.00
02/13/02	AMH	ATTENDED TRIAL	12.0	2,100.00
02/14/02	AMH	DRAFTED STATUS REPORT TO CLIENT REGARDING TRIAL. REVISED DOCUMENTS FOR MOTION POST-TRIAL.	4.8	792.00
02/15/02	AMH	REVISED AND SENT STATUS REPORT TO CLIENT REGARDING TRIAL.	1.0	165.00
02/19/02	AMH	RECEIVED AND REVIEWED CORRESPONDENCE FROM COURT ENCLOSING ORDER. TELEPHONE CONFERENCE WITH OPPOSING COUNSEL.	0.4	66.00
02/25/02	AMH	TELEPHONE CONFERENCE WITH CLUB.	0.2	33.00
02/26/02	AMH	CORRESPONDENCE TO COURT REPORTER.	0.1	16.50
03/06/02	AMH	CORRESPONDENCE TO CLIENT.	0.2	33.00
03/25/02	CWM	CONDUCTED RESEARCH WITH REGARD TO INDEMNITY ISSUES FOR USE IN TRIAL BRIEF.	1.9	285.00
03/25/02	AMH	CONFERENCE WITH CWM REGARDING STATUS AND STRATEGY.	0.4	66.00
03/26/02	CWM	TELEPHONE CONFERENCE WITH CO-DEFENSE COUNSEL TO DISCUSS INDEMNITY ISSUE; CONTINUE CONDUCTING RESEARCH WITH REGARD TO INDEMNITY ISSUES.	1.2	180.00
03/27/02	CWM	DRAFTING OF MEMORANDUM OF LAW REGARDING INDEMNITY CLAIM AGAINST KELLAWAY.	1.2	180.00

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435168
06/25/02

M/V APL GARNET

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Date	Tkpr		Hours	Value
-----	----		-----	-----
03/27/02	AMH	MEMORANDUM REGARDING WAIVER ISSUES TO CWM.	0.2	33.00
04/03/02	AMH	PREPARED FINDINGS OF FACT AND CONCLUSIONS OF LAW.	4.2	693.00
04/04/02	CWM	RESEARCH AND DRAFTING OF MEMORANDUM OF LAW WITH REGARD TO ATTORNEYS FEES; TELEPHONE CALL TO CO-COUNSEL TO DISCUSS ISSUES OF MEMORANDUM OF LAW.	0.8	120.00
04/04/02	AMH	PREPARED FINDINGS OF FACT AND CONCLUSIONS OF LAW. CORRESPONDENCE TO CLIENT.	3.8	627.00
04/08/02	CWM	DRAFTING OF MEMORANDUM OF LAW REGARDING FAILING TO ESTABLISH EVIDENCE OF ATTORNEYS FEES.	1.2	180.00

		TOTAL HOURS	98.0	

During the period in question we expended 98.0 hours as follows :

SENIOR ASSOCIATE TIME :

Charles W. McCammon	CWM	23.4 hours @ \$150.00 =	\$3,510.00
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PARTNER TIME :

Ann-Michele Higgins	AMH	44.5 hours @ ^{175.00} \$165.00 =	^{7,787.50} \$7,342.50
Ann-Michele Higgins	AMH	30.1 hours @ \$175.00 =	\$5,267.50

CURRENT FEES

~~16,120.00~~
16,565.00

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435168
06/25/02

M/V APL GARNET

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FOR COSTS ADVANCED AND EXPENSES INCURRED:

COURT REPORTER FEES	1,049.95
DUPLICATING IN-OFFICE	64.25
POSTAGE/SHIPPING	2.86
FACSIMILE	121.50
LONG DISTANCE	47.93
TRAVEL	126.60
CURRENT EXPENSES	1,413.09

TOTAL AMOUNT OF THIS INVOICE

17,978.09
~~17,533.09~~
=====

TOTAL BALANCE DUE UPON RECEIPT

17,978.09
~~17,533.09~~
=====

PAYMENT TERMS: NET 30 DAYS
PLEASE REFERENCE THE INVOICE
NUMBER ON YOUR REMITTANCE

RAWLE & HENDERSON LLP
 THE WIDENER BUILDING
 ONE SOUTH PENN SQUARE
 PHILADELPHIA, PA 19107
 215-575-4200
 TAX ID NO: 23-1525820

The United Kingdom Mutual Steamship
 Assurance Association (Bermuda) Ltd.
 As paying agent of the owner
 of the M/V APL GARNET
 c/o Thomas Miller P&I

M/V APL GARNET
 Container Thefts of
 Men's Shirts
 B/L 460155893
 and 460156264
 dated May, 16, 1999

Attention: Service Department
 Invoice No. 02021071
 Invoice Date: 2/28/02

Your Ref: 99/013232
 Matter No. 435,168
 Service: Legal

Re: M/V APL GARNET

FOR PROFESSIONAL SERVICES RENDERED THROUGH 02/01/02:

Date	Tkpr		Hours	Value
-----	----		----	-----
12/20/01	CWM	RECEIVE AND REVIEW DOCUMENTS PRODUCED FROM BARTHCO THROUGH SUBPOENA; CONTINUE DRAFTING OF FINDINGS OF FACT AND CONCLUSIONS OF LAW; RECEIVE AND REVIEW ORDER FROM JUDGE REGARDING PRE-TRIAL MEMORANDUM; CONFERENCE WITH AMH REGARDING FORMAT FOR PRE-TRIAL , FINDINGS OF FACT AND CONCLUSIONS OF LAW; DRAFT STATUS REPORT TO CLIENT REGARDING PRETRIAL CONFERENCE.	3.8	570.00
12/21/01	CWM	CONTINUE WORKING ON FINDINGS OF FACTS AND CONCLUSIONS OF LAW; PARTICIPATE IN TELEPHONE CONFERENCE WITH ALL OTHER ATTORNEYS REGARDING SAME.	2.6	390.00
12/27/01	CWM	RECEIVE AND REVIEW LIST OF EXHIBITS OF DAADS' MARKED FOR TRIAL; COMPARE EXHIBITS TO OUR EXHIBITS; DRAFT LIST OF EXHIBITS MARKED FOR MITSUI.	1.5	225.00
12/28/01	CWM	RECEIVE AND REVIEW ANSWERS TO INTERROGATORIES AND RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS FROM KELLAWAY'S ATTORNEY; RECEIVE AND REVIEW FACSIMILE FROM ATTORNEY FOR PLAINTIFF	0.8	120.00

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435168 M/V APL GARNET
02/28/02

Invoice Number 2021071
Page 2

Date	Tkpr		Hours	Value
-----	----		----	-----
		REGARDING DEPOSITION OF REPRESENTATIVE OF MITSUI; INTEROFFICE COMMUNICATION WITH AMH REGARDING SAME; DRAFT LETTER TO CUSTOMS REGARDING PRODUCING RECORDS BASED ON AUTHORIZATION.		
12/31/01	CWM	REVISE STIPULATED FACTS; REVISE EXHIBIT LIST; WORK ON CONFORMING PRE-TRIAL DOCUMENTS TO THE COURT'S REQUIREMENTS; ADDITIONAL RESEARCH REGARDING THE Q CLAUSE.	1.8	270.00
01/02/02	CWM	CONFERENCE WITH AMH REGARDING PRE-TRIAL MEMORANDUM, EXHIBIT LIST, FINDINGS OF FACT AND CONCLUSIONS OF LAW; REVISIONS TO EXHIBIT LIST AND ORGANIZING OF EXHIBITS.	1.9	285.00
01/02/02	AMH	RECEIVED AND REVIEWED CORRESPONDENCE FROM OPPOSING COUNSEL REGARDING FOREIGN LAW; REVISED PRE-TRIAL MEMORANDUM	7.3	1,277.50
01/03/02	CWM	TELEPHONE CONFERENCE WITH PLAINTIFF'S COUNSEL REGARDING STIPULATED FACTS; CONFERENCE WITH AMH REGARDING TELEPHONE CONFERENCE OF ALL COUNSEL; PARTICIPATE IN TELEPHONE CONFERENCE OF ALL COUNSEL REQUIRED BY COURT RULES TO DISCUSS STIPULATED FACTS AND TRIAL EXHIBIT LIST AS WELL AS PRE TRIAL CONFERENCE; WORK ON AND COMPLETE EXHIBIT LIST; CORRESPONDENCE TO ALL COUNSEL REGARDING SAME; WORK ON CONCLUSIONS OF LAW; CONFERENCE WITH AMH REGARDING EXHIBIT LIST AND CONCLUSIONS OF LAW; COORDINATE SENDING OUT OF EXHIBITS TO ALL COUNSEL; EMAIL FROM AMH REGARDING QUESTIONS FROM PLAINTIFF'S COUNSEL; REPLY TO EMAIL FROM PLAINTIFF'S COUNSEL; TELEPHONE CALL WITH KEVIN HARTMAN REGARDING WITNESS FOR DEPOSITION.	5.5	825.00
01/04/02	CWM	RECEIVED AND REVIEWED PLAINTIFF'S EXHIBIT LIST AND EXHIBITS; REVISED OUR EXHIBIT LIST; RECEIVED AND REVIEWED	3.6	540.00

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435168
02/28/02

M/V APL GARNET

Invoice Number 2021071
Page 3

Date	Tkpr		Hours	Value
-----	----		-----	-----
		CORRESPONDENCE FROM PLAINTIFF'S ATTORNEY AND KELLAWAY'S ATTORNEY REGARDING OBJECTIONS TO EXHIBITS; TELEPHONE CONFERENCE WITH KEVIN HARTMAN REGARDING WITNESSES; EMAIL TO AMH REGARDING WITNESSES; PREPARE CORRESPONDENCE AND ATTACHMENTS FOR TRANSMITTAL OF BARTHCO DOCUMENTS TO ALL COUNSEL.; RECEIVED AND REVIEW CORRESPONDENCE FROM KELLAWAY'S COUNSEL REGARDING PARTICIPATION IN PRE TRIAL CONFERENCE; TELEPHONE CONFERENCE WITH MAERSK'S ATTORNEY REGARDING STRATEGY; VARIOUS TELEPHONE CALL WITH AMH REGARDING ALL OF THE ABOVE; REVIEWED OBJECTION TO WAYBILL WORDING AND ANALYZED TO RESOLVE THE DISPUTE, EMAIL AMH REGARDING SAME.		
01/04/02	AMH	TELEPHONE CONFERENCE WITH OPPOSING COUNSEL (MAERSK). PREPARED FINDINGS OF FACT AND CONCLUSIONS OF LAW. CONFERENCE WITH CWM REGARDING DEPOSITION OF MITSUI.	7.8	1,365.00
01/05/02	CWM	RECEIVE AND REVIEW FACSIMILE FROM PALMER BIEZUP AMENDING THEIR EXHIBIT LIST; REVIEW ADDED EXHIBITS; PREPARE OBJECTIONS TO KELLAWAY AND PLAINTIFF'S EXHIBITS; EMAIL OBJECTIONS TO KELLAWAY AND PLAINTIFF.	0.9	135.00
01/07/02	CWM	RECEIVE AND REVIEW CORRESPONDENCE FROM MAERSK'S COUNSEL REGARDING THE INTERMODAL AGREEMENT; REVIEW PRE-TRIAL OF PLAINTIFF AND KELLAWAY; REVIEW AND EDIT OUR PRE TRIAL MEMORANDUM; CONFERENCE WITH AMH REGARDING PRE TRIAL MEMORANDUM AND CONCLUSIONS OF LAW.	2.8	420.00
01/07/02	AMH	FINALIZED AND PREPARED FINDINGS OF FACT AND CONCLUSIONS OF LAW AND PRE-TRIAL MEMO. VARIOUS TELEPHONE CONFERENCES WITH OPPOSING COUNSEL. CORRESPONDENCE TO CLIENT.	7.2	1,260.00

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435168
02/28/02

M/V APL GARNET

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Date	Tkpr		Hours	Value
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01/08/02	AMH	TRAVELED TO HARRISBURG AND ATTENDED PRE-TRIAL CONFERENCE ; CONFERENCE WITH WITH OPPOSING COUNSEL (MAERSK)	6.0	1,050.00
01/11/02	AMH	PREPARED AND SENT CORRESPONDENCE TO CLUB REGARDING DEPOSITION. PREPARED AND SENT CORRESPONDENCE TO CLIENT. UPDATED EXHIBITS AND REVIEWED AND EVALUATED LIABILITY ISSUES REGARDING INTERMODAL AGREEMENT.	3.2	560.00
01/14/02	AMH	PREPARED AND SENT CORRESPONDENCE TO CLUB RE: DEPOSITION OF WITNESS; RECEIVED TRIAL EXHIBITS FOR OPPOSING COUNSEL FOR ADMISSIBILITY AND OTHER OBEJECTIONS	6.3	1,102.50
01/22/02	CWM	TELEPHONE CALL FROM PLAINTIFF'S ATTORNEY REGARDING DEPOSITION OF PHILLIPS VAN-HEUSEN WITNESS; EMAIL TO AMH REGARDING SAME; TELEPHONE CALL TO PLAINTIFF'S ATTORNEY REGARDING SAME; TELEPHONE CALL WITH AMH REGARDING SAME; TELEPHONE CALL TO PLAINTIFF'S COUNSEL REGARDING SAME; RECEIVE AND REVIEW CORRESPONDENCE FROM CUSTOMS REGARDING FOIA REQUEST AND AUTHORIZATION; COORDINATE RETAINING CUSTOMS FILE IN RESPONSE TO CUSTOMS CORRESPONDENCE.	0.7	105.00
01/22/02	AMH	CORRESPONDENCE FROM OPPOSING COUNSEL (PLAINTIFF) REGARDING LOAD PORT ISSUES.	0.3	52.50
01/23/02	CWM	RECEIVE AND REVIEW CORRESPONDENCE FROM CO-DEFENSE COUNSEL REGARDING DEPOSITION OF PHILLIPS VAN-HEUSEN WITNESS CONCERNING DAMAGES; RECEIVE AND REVIEW CORRESPONDENCE TO JUDGE FROM CO-DEFENSE COUNSEL REGARDING DEPOSITION OF IANA REPRESENTATIVE; CONFERENCE WITH AMH REGARDING ATTENDANCE AT DEPOSITION OF PHILLIPS VAN-HEUSEN WITNESS AND FUTURE HANDLING OF UPCOMING SCHEDULED EVENTS IN	6.2	930.00

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02/28/02

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Date	Tkpr		Hours	Value
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		CASE; RECEIVE AND REVIEW CORRESPONDENCE FROM COUNSEL FOR PHILLIPS VAN HEUSEN REGARDING ADDITIONAL PLAINTIFF'S EXHIBITS AND EXHIBITS TO BE REFERENCED IN DEPOSITION; DRAFT CORRESPONDENCE TO CLIENT REGARDING SETTLEMENT CONFERENCE; CONFERENCE WITH AMH REGARDING NON AVAILABILITY OF CLIENT FOR CONFERENCE; TELEPHONE CALL WITH PLAINTIFF'S COUNSEL REGARDING WHETHER THEY WOULD HAVE OBJECTION TO OUR CLIENT NOT ATTENDING SETTLEMENT CONFERENCE; RECEIVE AND REVIEW CORRESPONDENCE AND DOCUMENTATION THAT PLAINTIFF INTENDS TO ADDRESS AT DEPOSITION OF VAN HEUSEN; PREPARE FOR DEPOSITION BY REVIEWING DAMAGE CASE LAW CITED BY PLAINTIFF IN THEIR PRE TRIAL MEMORANDUM; TELEPHONE CALL TO CUSTOMS REGARDING FOIA REQUEST; DRAFT LETTER TO CUSTOMS REGARDING FOIA REQUEST; TRAVEL TO DEPOSITION OF WITNESS FOR PHILLIPS VAN-HEUSEN; PARTICIPATE IN TELEPHONE CONFERENCE WITH MAGISTRATE JUDGE; ATTEND AND PARTICIPATE IN DEPOSITION OF VAN HEUSEN; RETURN TO OFFICE; EMAIL AMH REGARDING SETTLEMENT CONFERENCE.		
01/23/02	AMH	PREPARED AND SENT STATUS REPORT TO CLIENT. REVIEWED AND EVALUATED LIABILITY ISSUES FOR SETTLEMENT NEGOTIATIONS. CORRESPONDENCE TO OPPOSING COUNSEL REGARDING DEPOSITION. REVIEWED STATUS REGARDING SETTLEMENT CONFERENCE WITH JUDGE.	4.2	735.00
01/24/02	CWM	TELEPHONE CONFERENCES WITH CO-DEFENSE COUNSEL REGARDING TIME OF DEPOSITION OF INTERMODAL AGREEMENT REPRESENTATIVE; RECEIVE AND REVIEW CORRESPONDENCE FROM CO-DEFENSE COUNSEL REGARDING TIME OF DEPOSITION; DRAFT CORRESPONDENCE TO ALL COUNSEL REGARDING CHANGE OF TIME OF INTERMODAL AGREEMENT DEPOSITION;	1.9	285.00

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Date	Tkpr		Hours	Value
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		TELEPHONE CALL FROM CUSTOMS REGARDING FOIA REQUESTED DOCUMENTS BEING READY; COORDINATE THE PICK UP OF CUSTOMS DOCUMENTS; RECEIVE AND REVIEW CUSTOMS DOCUMENTS; RECEIVE AND REVIEW CORRESPONDENCE FROM PLAINTIFF'S COUNSEL; REVIEW NEW DOCUMENTS PROVIDED BY PLAINTIFF CONCERNING DOCUMENTS FROM BUSANA RAMA.		
01/25/02	AMH	CONFERENCE WITH CWM REGARDING STATUS AND STRATEGY. TRAVELED TO HARRISBURG AND ATTENDED SETTLEMENT CONFERENCE WITH JUDGE. TELEPHONE CONFERENCES WITH MR. PATTERSON REGARDING STATUS AND STRATEGY.	7.8	1,365.00
01/26/02	CWM	CONFERENCE WITH AMH REGARDING CONDUCTING RESEARCH WITH REGARD TO CUSTOMS REQUIREMENTS FOR A FREIGHT STATION; CONDUCT RESEARCH WITH REGARD TO A FREIGHT STATION.	0.9	135.00
01/27/02	CWM	REVIEW COURT ORDER DATED DECEMBER 3, 2001 WITH REGARD TO REQUIRMENTS OF KELLAWAY; REVIEW DISCOVERY PRODUCED BY KELLAWAY ON DECEMBER 28, 2001; DRAFT LETTER TO ALL COUNSEL REGARDING CUSTOMS DOCUMENTS AND DISCOVERY DISPUTE WITH KELLAWAY AND THE NEED FOR COURT INTERVENTION.	0.7	105.00
01/28/02	CWM	CONFERENCE WITH AMH REGARDING LETTER TO COUNSEL AND KELLAWAY CONCERNING DISCOVERY; DRAFT MEMORANDUM TO AMH REGARDING PLAINTIFF'S DAMAGES CLAIM AND HOW THE CASE LAW RELATES TO THE DEPOSITION OF VAN HEUSEN.	0.9	135.00
01/28/02	CWM	CONFERENCE WITH AMH REGARDING INTERMODAL AGREEMENT; PULL AND REVIEW OUR EXHIBITS TO ANALYZE OUR INTERMODAL AGREEMENT VERSUS THAT OF MAERSK; DRAFT CORRESPONDENCE TO MS. SASKO OF THE INTERMODAL ASS'N REGARDING DEPOSITION;	1.1	165.00

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Date	Tkpr		Hours	Value
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		REVISE RESEARCH MEMORANDUM ON DAMAGES ISSUES.		
01/29/02	CWM	COORDINATE SENDING OUT CUSTOMS DOCUMENTS TO ALL COUNSEL; REVISE LETTER TO IUMA REGARDING DEPOSITION; PUT TOGETHER PACKAGE FOR IUMA REGARDING THE AGREEMENT IN FORCE BETWEEN MITSUI AND KELLAWAY.	0.6	90.00
01/30/02	CWM	TELEPHONE CALL WITH MS. SASKO OF IUMA REGARDING UPCOMING DEPOSITION AND DOCUMENTS.	0.2	30.00
01/31/02	CWM	RECEIVE AND REVIEW FACSIMILE FROM IUMA REGARDING PROPER INTERMODAL AGREEMENT; COMPARE OUR EXHIBIT WITH THE PROVIDED DOCUMENTS; CONFERENCE WITH AMH REGARDING IUMA DOCUMENTS; DRAFT LETTER TO COUNSEL REGARDING SUBSTITUTION OF IUMA DOCUMENTS.	0.7	105.00
		TOTAL HOURS	89.2	

During the period in question we expended
 89.2 hours as follows :

SENIOR ASSOCIATE TIME :

 Charles W. McCammon CWM 39.1 hours @ \$150.00 = \$5,865.00

PARTNER TIME :

 Ann-Michele M. Higgins AMH 50.1 hours @ \$175.00 = \$8,767.50

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CURRENT FEES

14,632.50

FOR COSTS ADVANCED AND EXPENSES INCURRED:

DELIVERY SERVICE	20.00
DUPLICATING IN-OFFICE	368.75
POSTAGE/SHIPPING	10.75
RECORD COPY FEES	87.90
FACSIMILE	136.50
LONG DISTANCE	31.32
MISCELLANEOUS EXPENSES	20.00
COURIER SERVICE	85.00
CURRENT EXPENSES	760.22

TOTAL AMOUNT OF THIS INVOICE

15,392.72
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PRIOR BALANCE DUE

11,265.82

TOTAL BALANCE DUE UPON RECEIPT

26,658.54
=====

PAYMENT TERMS: NET 30 DAYS
PLEASE REFERENCE THE INVOICE
NUMBER ON YOUR REMITTANCE

RAWLE & HENDERSON LLP
 THE WIDENER BUILDING
 ONE SOUTH PENN SQUARE
 PHILADELPHIA, PA 19107
 215-575-4200
 TAX ID NO: 23-1525820

The United Kingdom Mutual Steamship
 Assurance Association (Bermuda) Ltd.
 As paying agent of the owner
 of the M/V APL GARNET
 c/o Thomas Miller P&I

M/V APL GARNET
 Container Thefts of
 Men's Shirts
 B/L 460155893
 and 460156264
 dated May, 16, 1999

Attention: Service Department
 Invoice No. 02011175
 Invoice Date: 1/31/02

Your Ref: 99/013232
 Matter No. 435,168
 Service: Legal

 Re: M/V APL GARNET

FOR PROFESSIONAL SERVICES RENDERED THROUGH 12/19/01:

Date	Tkpr		Hours	Value
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10/15/01	CWM	TELEPHONE CALL WITH COUNSEL REGARDING DEPOSITION OF KELLAWAY; REVIEW FILE MATERIAL TO DETERMINE WHETHER KELLAWAY EVER PROPOUNDED DISCOVERY; LEAVE MESSAGE WITH AMH REGARDING SAME.	0.5	75.00
11/01/01	CWM	TELEPHONE CALL WITH PAT KEENAN REGARDING OUR REQUEST FOR AUTHORIZATION TO OBTAIN CUSTOMS RECORDS.	0.2	30.00
11/02/01	CWM	TELEPHONE CALL TO KELLAWAY'S COUNSEL REGARDING AUTHORIZATION TO REVIEW CUSTOMS RECORDS; RECEIVE AND REVIEW CORRESPONDENCE FROM DEFENSE COUNSEL TO KELLAWAY CONCERNING DEPOSITION DATES.	0.5	75.00
11/02/01	AMH	CORRESPONDENCE REGARDING DEPOSITION OF WITNESS.	0.2	35.00
11/05/01	AMH	RECEIVED AND REVIEWED CORRESPONDENCE FROM OPPOSING COUNSEL PLAINTIFF TO KELLAWAY REGARDING OUTSTANDING DEPOSITION OF CORP. DESIGNEE; UPDATED DISCOVERY DOCUMENTS.	2.3	402.50
11/07/01	CWM	TELEPHONE CALL TO PATRICK KEENAN	0.1	15.00

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Date	Tkpr		Hours	Value
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		REGARDING AUTHORIZATION OF CUSTOMS RECORDS.		
11/13/01	CWM	CONFERENCE WITH AMH REGARDING FILING MOTION TO COMPEL DISCOVERY; REVIEW DISCOVERY REQUESTS AND RESPONSES IN FILE WITH REGARD TO KELLAWAY PRIOR TO DRAFTING MOTION TO COMPEL DISCOVERY; DRAFT MOTION, ORDER AND OTHER RELATED PLEADINGS FOR MOTION TO COMPEL DISCOVERY; CONFERENCE WITH AMH REGARDING SAME.	1.9	285.00
11/13/01	AMH	TELEPHONE CONFERENCE WITH OPPOSING COUNSEL REGARDING DEPOSITION OF KELLAWAY WITNESS; UPDATED MOTION WITH LOCAL COURT RULE REQUIREMENTS REGARDING NEW DISCOVERY RULES;	1.8	315.00
11/16/01	CWM	RECEIVE AND REVIEW CORRESPONDENCE FROM CUSTOMS SERVICE REGARDING FOIA REQUEST; CONFERENCE WITH AMH REGARDING SAME.	0.2	30.00
11/16/01	CWM	RECEIVE AND REVIEW CORRESPONDENCE FROM HECKER BROWN CONCERNING ADMINISTRATION OF CASE.	0.1	15.00
11/20/01	CWM	RECEIVE AND REVIEW COURT ORDER DEFERRING DISCOVERY MOTION AND SCHEDULING TELEPHONE CONFERENCE; REVIEW FILE TO PREPARE SUBPOENA OF BARTHCO; PREPARE SUBPOENA OF BARTHCO.	0.7	105.00
11/20/01	AMH	DEPOSITION OF KELLAWAY WITNESS.	10.0	1,750.00
11/21/01	CWM	REVISE SUBPOENA TO BARTHCO; CONFERENCE WITH AMH REGARDING SUBPOENA TO BARTHCO AND COURT NOTICE REGARDING DISCOVERY DISPUTE; REVIEW COURT DISCOVERY DISPUTE REQUIREMENTS AND OUTSTANDING RESPONSES FROM KELLAWAY.	0.5	75.00
11/21/01	AMH	CORRESPONDENCE AND TELEPHONE CONFERENCES WITH OPPOSING COUNSEL REGARDING KELLAWAY	1.4	245.00

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Date	Tkpr		Hours	Value
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		ISSUES; PREPARED OUTLINE FOR TRIAL NOTEBOOK		
11/26/01	AMH	INVESTIGATION REGARDING KELLAWAY CORPORATE IDENTITY	3.7	647.50
11/27/01	CWM	TELEPHONE CALL WITH COUNSEL FOR BARTHCO REGARDING SUBPOENA; DRAFT LETTER TO ALL COUNSEL REGARDING SUBPOENA; TELEPHONE CALL WITH AMH REGARDING SUBPOENA TO BARTHCO.	0.5	75.00
11/27/01	AMH	STATUS OF DISCOVERY DOCUMENTS AND PROOF OF CLAIM	0.8	140.00
11/28/01	AMH	CONFERENCE WITH CWM REGARDING SUBPOENA TO BROKER; CORRESPONDENCE WITH OPPOSING COUNSEL (PLAINTIFF)	0.7	122.50
11/30/01	CWM	RECEIVE AND REVIEW FACSIMILE CORRESPONDENCE FROM COUNSEL FOR KELLAWAY WHICH INCLUDED CUSTOMS INFORMATION; REVIEW CUSTOMS INFORMATION; SEND EMAIL TO AMH REGARDING SAME.	0.6	90.00
12/03/01	CWM	CONFERENCE WITH AMH REGARDING DISCOVERY CONFERENCE CALL WITH JUDGE; REVIEW OUTSTANDING DISCOVERY ISSUES INCLUDING INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS; REVIEW DOCUMENTS RECEIVED AT DEPOSITION OF KELLAWAY; TELEPHONE CALLS TO ALL OTHER PARTIES WITH REGARD TO CONFERENCE AND TO DISCUSS ISSUES TO PRESENT TO JUDGE; INITIATE DISCOVERY CONFERENCE CALL WITH ALL PARTIES AND JUDGE AND PARTICIPATE IN CONFERENCE; TELEPHONE FROM JOE MANTA (HE WANTED ADDITIONAL INFORMATION REGARDING SUIT TO RESPOND TO SUBPOENA).	2.7	405.00
12/05/01	CWM	RECEIVE AND REVIEW ORDER FROM COURT REGARDING COMPELLING KELLAWAY TO PRODUCE DISCOVERY.	0.2	30.00

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Date	Tkpr		Hours	Value
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12/05/01	AMH	TELEPHONE CONFERENCE WITH OPPOSING COUNSEL REGARDING COURT ORDER	0.1	17.50
12/11/01	CWM	INTRAOFFICE CONFERENCE WITH AMH REGARDING DEMAND OF PLAINTIFF FOR NINETY PERCENT OF CLAIM; REVIEW FILE MATERIAL WITH REGARD TO FAIR MARKET VALUE VERSUS COMMERCIAL VALUE FOR SETTLEMENT ANALYSIS; DRAFT MEMORANDUM TO AMH REGARDING SAME.	1.3	195.00
12/11/01	AMH	RECEIVED AND REVIEWED CORRESPONDENCE FROM OPPOSING COUNSEL REGARDING PRE-TRIAL STRATEGY; REVIEWED COURT ORDERS	1.3	227.50
12/12/01	CWM	REVISE MEMORANDUM TO AMH REGARDING CLAIM AMOUNTS; CONDUCT BRIEF RESEARCH WITH REGARD TO DAMAGES FOR LOST PROFITS IN A COGSA CASE VERSUS A COMMON LAW NEGLIGENCE CASE TO BE INCLUDED IN MEMORANDUM; CONFERENCE WITH AMH REGARDING MEMORANDUM AND RESEARCH; TELEPHONE CALL TO AND FROM JOE MANTA REPRESENTING BARTHCO	1.9	285.00
12/12/01	CWM	CONDUCT ADDITIONAL RESEARCH WITH REGARD TO BURDENS OF PROOF ON Q CLAUSE DEFENSE OF COGSA; INCORPORATE RESEARCH INTO STATUS REPORT TO CLIENT; REVISE REPORT WITH REGARD TO CONFLICT OF CARTONS OF CARGO VERSUS CLAIM FOR DAMAGES IN DOZENS OF SHIRTS AS INSTRUCTED BY AMH.	1.8	270.00
12/12/01	AMH	CONFERENCE WITH CWM REGARDING PLAINTIFF DAMAGES; RECEIVED AND REVIEWED MEMORANDUM REGARDING PROFIT/CLAIM; TELEPHONE CONFERENCE WITH OPPOSING COUNSEL (MAERSK) REGARDING STRATEGY; CONFERENCE WITH KELLAWAY	1.3	227.50
12/14/01	CWM	RECEIVE AND REVIEW EMAIL FROM PLAINTIFF'S ATTORNEY; RESPOND TO EMAIL; CONFERENCE WITH AMH REGARDING FUTURE HANDLING AND UPCOMING DEADLINES; REVIEW SCHEDUALING	3.6	540.00

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Date	Tkpr		Hours	Value
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		ORDER REGARDING FORMAT AND DEADLINE FOR PRETRIAL MEMORANDUM; REVIEW FILE TO PREPARE PRETRIAL MEMORANDUM; DRAFT PRETRIAL MEMORANDUM; CONFERENCE WITH AMH REGARDING COMPARING BILLS OF LADING FROM BOTH CASES; REVIEW AND COMPARE BILLS OF LADING FROM BOTH CASES.		
12/14/01	AMH	TELEPHONE CONFERENCE WITH OPPOSING COUNSEL (PLAINTIFF) REGARDING SETTLEMENT NEGOTIATIONS AND TRIAL; DRAFTED EXHIBITS LIST	2.3	402.50
12/17/01	AMH	CONDUCTED LEGAL RESEARCH AND ANALYSIS REGARDING BAILMENT AND PA LAW	5.8	1,015.00
12/18/01	CWM	TELEPHONE CALL TO JUDGE'S CHAMBERS REGARDING EXTENSION FOR PRE-TRIAL MEMORANDUM; TELEPHONE CALL FROM JUDGE'S CHAMBERS REGARDING SAME AND GRANTING AN EXTENSION; TELEPHONE CALL TO COUNSEL FOR BARTHCO FOLLOWING UP ON DOCUMENTS REQUESTED THROUGH SUBPOENA; REVIEW FILE WITH REGARD TO STIPULATION REQUESTED BY KELLAWAY COUNSEL REGARDING KELLAWAY NAME IN CAPTION; RESEARCH ISSUE OF KELLAWAY NAME BEING USED WITH REGARD TO PRIOR ADMISSION IN ANSWER TO THIRD PARTY COMPLAINT.	2.7	405.00
12/18/01	AMH	CORRESPONDENCE WITH OPPOSING COUNSEL; CONFERENCE WITH OPPOSING COUNSEL; RECEIVED AND REVIEWED PLAINTIFF FINDINGS OF FACT; DRAFTED FINDINGS OF FACT.	8.5	1,487.50
12/19/01	CWM	RECEIVE AND REVIEW EMAIL FROM AMH REGARDING FUTURE WORK ON FILE INCLUDING PREPARING FINDINGS OF FACT AND CONCLUSIONS OF LAW; REVIEW PLAINTIFF'S PROPOSED FINDINGS OF FACT; BEGINING DRAFTING OUR CONCLUSIONS OF LAW.	2.5	375.00

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 01/31/02

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Date	Tkpr		Hours	Value
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12/19/01	AMH	TELEPHONE CONFERENCE WITH OPPOSING COUNSEL (PLAINTIFF) REGARDING LOADING DOCUMENTS AND FOREIGN LAW; REVIEWED PLAINTIFF'S FINDINGS OF FACT AND CONCLUSIONS OF LAW ; RECEIVED AND REVIEWED DOCUMENTS FROM OPPOSING COUNSEL (PLAINTIFF) REGARDING CONTAINER STUFFING; TELEPHONE CONFERENCE WITH MR. HARTMAN	3.2	560.00

		TOTAL HOURS	65.9	

During the period in question we expended
 65.9 hours as follows :

SENIOR ASSOCIATE TIME :

Charles W. McCammon	CWM	22.5 hours @ \$150.00 =		\$3,375.00

PARTNER TIME :

Ann-Michele M. Higgins	AMH	43.4 hours @ \$175.00 =		\$7,595.00

CURRENT FEES

10,970.00

FOR COSTS ADVANCED AND EXPENSES INCURRED:

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TRAVEL	90.00
DELIVERY SERVICE	35.06
DUPLICATING IN-OFFICE	128.25
POSTAGE/SHIPPING	0.68
FACSIMILE	37.50
LONG DISTANCE	4.33
CURRENT EXPENSES	295.82

TOTAL AMOUNT OF THIS INVOICE	11,265.82
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PRIOR BALANCE DUE	6,122.41
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TOTAL BALANCE DUE UPON RECEIPT	17,388.23
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PAYMENT TERMS: NET 30 DAYS
PLEASE REFERENCE THE INVOICE
NUMBER ON YOUR REMITTANCE

E

RAWLE & HENDERSON LLP
 THE WIDENER BUILDING
 ONE SOUTH PENN SQUARE
 PHILADELPHIA, PA 19107
 215-575-4200

The United Kingdom Mutual Steamship
 Assurance Association (Bermuda) Ltd.
 As paying agent of the owner
 of the M/V APL GARNET
 c/o Thomas Miller P&I

M/V APL GARNET
 Container Thefts of
 Men's Shirts
 B/L 460155893
 and 460156264
 dated May, 16, 1999.

Attention: Service Department
 Invoice No. 0112820
 Invoice Date: 12/20/01

Your Ref: 99/013232
 Matter No. 435,168
 Service: Legal

 Re: M/V APL GARNET

FOR PROFESSIONAL SERVICES RENDERED THROUGH 10/31/01:

Date	Tkpr		Hours	Value
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09/12/01	AMH	REVIEWED LIABILITY ISSUES REGARDING DEPOSITION TESTIMONY OF LESSOR OF FACILITY;	0.6	99.00
09/12/01	CWM	REVISE MEMORANDUM OF DEPOSITION OF CORPORATE DESIGNEE OF JVE CORP.; ADDITIONAL DRAFTING OF STATUS REPORT TO CLIENT INCLUDING COGSA DEFENSES AND LIMITATIONS WITH BURDENS OF PROOF.	2.3	345.00
09/14/01	AMH	REVIEWED STATUS AND EVALUATED LIABILITY ISSUES; REVISED STATUS REPORT TO CLIENT. TELEPHONE CONFERENCE WITH OPPOSING COUNSEL. (MAERSK).	0.8	132.00
09/17/01	CWM	RECEIVE AND REVIEW REQUESTS FOR ADMISSIONS OF PHILLIPS-VAN HEUSEN DIRECTED TO KELLAWAY; RECEIVE AND REVIEW REQUESTS FOR ADMISSIONS OF DAAD'S DIRECTED TO KELLAWAY; RECEIVE AND REVIEW DEPOSITION TRANSCRIPT AND INVOICE FROM DEPOSITION OF JVE CORP.	0.9	135.00
09/18/01	CWM	RECEIVE AND REVIEW CORRESPONDENCE FROM COUNSEL FOR PHILLIPS VAN HEUSEN; CONFERENCE WITH AMH REGARDING SAME;	0.4	60.00

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Date	Tkpr		Hours	Value
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		TELEPHONE CALL TO COUNSEL FOR PHILLIPS VAN HEUSEN SCHEDUAL OF DEPOSITIONS.		
09/19/01	CWM	CONFERENCE WITH AMH REGARDING STATUS REPORT TO CLIENT; MAKE REVISIONS AND ADDITIONS TO STATUS REPORT TO CLIENT TO INCLUDE PLEADINGS SECTION.	0.8	120.00
09/20/01	CWM	RESEARCH STANDARD FOR U.S. CUSTOMS BONDED WAREHOUSE; DRAFT FOIA REQUEST TO THE U.S. CUSTOMS SERVICE IN PHILADELPHIA TO OBTAIN CUSTOMS FILE OF KELLAWAY; REVISE REPORT TO CLIENT TO INCLUDE ADDITIONAL INFORMATION WITH REGARD TO PACKAGE LIMITATION AND KELLAWAY'S DEFENSES.	1.8	270.00
09/21/01	AMH	REVIEWED AND EVALUATED LIABILITY ISSUES; REVISED AND SENT STATUS REPORT TO CLIENT.	2.4	396.00
09/24/01	AMH	CONFERENCE WITH CWM REGARDING MOTION FOR SUMMARY JUDGMENT	0.2	33.00
09/27/01	AMH	TELEPHONE CONFERENCE WITH MR. HARTMANN REGARDING CORPORATE DESIGNEE; TELEPHONE CONFERENCES WITH OPPOSING COUNSEL REGARDING NEED FOR DEPS; TELEPHONE CONFERENCE WITH MR. HARTMANN; DRAFTED STATUS REPORT TO CLIENT REGARDING DISCOVERY ISSUES	1.7	280.50
10/01/01	AMH	RECEIVED AND REVIEWED CORRESPONDENCE FROM OPPOSING COUNSEL (PLAINTIFF) ENCLOSING ANSWERS TO REQUEST FOR ADMISSIONS . PREPARED FOR DEPOSITION OF PLAINTIFF WITNESS. PREPARED AND SENT STATUS REPORT TO CLIENT.	4.9	808.50
10/01/01	CWM	RECEIVE AND REVIEW CORRESPONDENCE FROM COUNSEL REGARDING PHILLIPS-VAN HEUSEN'S ANSWERS TO INTERROGATORIES AND RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS; REVIEW ANSWERS TO INTERROGATORIES AND	0.9	135.00

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435168
12/20/01

M/V APL GARNET

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Date	Tkpr		Hours	Value
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		RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS.		
10/02/01	AMH	TRAVELED TO NEW JERSEY AND ATTENDED DEPOSITION OF PLAINTIFF CORPORATE DESIGNEE; REVIEWED DISCOVERY DOCUMENTS; DRAFTED STATUS REPORT TO CLIENT.	11.3	1,864.50
10/03/01	AMH	PREPARED AND SENT STATUS REPORT TO CLIENT REGARDING DEPOSITION OF CORPORATE DESIGNEE.	0.2	33.00
10/16/01	CWM	RECEIVE AND REVIEW CORRESPONDENCE RELATED TO KELLAWAY'S ANSWERS TO REQUEST FOR ADMISSIONS FROM PHILLIPS VAN HUSEN; RECEIVE AND REVIEW CORRESPONDENCE RELATED TO KELLAWAY'S ANSWERS TO REQUEST FOR ADMISSIONS FROM MAERSK; REVIEW ANSWERS TO REQUEST FOR ADMISSIONS REGARDING ABOVE; RECEIVE VOICE MAIL FROM AMH REGARDING DEPOSITION SET FOR OCTOBER 18, 2001; RECEIVE AND REVIEW CORRESPONDENCE FROM ATTORNEY REPRESENTING MAERSK REGARDING DEPOSITION AND DISCOVERY OF KELLAWAY; DRAFT CORRESPONDENCE TO PLAINTIFF FOR KELLAWAY REGARDING DEPOSITION; DRAFT REMINDER NOTICE TO CUSTOMS SERVICE WITH REGARD TO OUTSTANDING FREEDOM OF INFORMATION REQUEST; RECEIVED AND REVIEWED ADDITIONAL CORRESPONDENCE FROM PLAINTIFF'S COUNSEL REGARDING DISCOVERY RESPONSES; REVIEWED OBJECTIONS TO DISCOVERY RESPONSES TO DETERMINE WHETHER TO WITHDRAW THE OBJECTIONS OR ANSWER THE INTERROGATORIES OBJECTED TO.	3.2	480.00
10/22/01	AMH	RECEIVED AND REVIEWED CORRESPONDENCE FROM OPPOSING COUNSEL ENCLOSING RULE 26 DISCOVERY AND DOCUMENTS. REVIEWED DOCUMENTS.	2.6	429.00
10/23/01	AMH	RECEIVED AND REVIEWED CORRESPONDENCE FROM CUSTOMS DENYING FOIA REQUEST; DRAFTED	0.3	49.50

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435168
12/20/01

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Page 4

Date	Tkpr		Hours	Value
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		CORRESPONDENCE TO OPPOSING COUNSEL (KELLAWAY) REGARDING RELEASE FOR CUSTOMS INFO;		
10/25/01	AMH	CONFERENCE WITH MR. ARENA. CORRESPONDENCE TO OPPOSING COUNSEL REGARDING CUSTOMS.	0.2	33.00
10/29/01	AMH	RECEIVED AND REVIEWED CORRESPONDENCE FROM OPPOSING COUNSEL REGARDING OVERDUE DISCOVERY FROM TERMINAL.	0.3	49.50
10/30/01	AMH	PREPARED AND SENT CORRESPONDENCE TO CLIENT.	0.2	33.00
10/31/01	CWM	CONDUCT RESEARCH WITH REGARD TO CURRENT STATUS OF THE LAW ON CONSTRUCTIVE DELIVERY OF A CONTAINER.	1.8	270.00
		TOTAL HOURS	37.8	

During the period in question we expended
37.8 hours as follows :

SENIOR ASSOCIATE TIME :

Charles W. McCammon CWM 12.1 hours @ \$150.00 = \$1,815.00

PARTNER TIME :

Ann-Michele M. Higgins AMH 25.7 hours @ \$165.00 = \$4,240.50

CURRENT FEES

6,055.50

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435168 M/V APL GARNET
12/20/01

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FOR COSTS ADVANCED AND EXPENSES INCURRED:

DUPLICATING IN-OFFICE	8.75
POSTAGE/SHIPPING	7.66
FACSIMILE	10.50
MISCELLANEOUS EXPENSES	40.00
CURRENT EXPENSES	66.91

TOTAL AMOUNT OF THIS INVOICE	6,122.41
	=====

PAYMENT TERMS: NET 30 DAYS
PLEASE REFERENCE THE INVOICE
NUMBER ON YOUR REMITTANCE

F

RAWLE & HENDERSON LLP
 THE WIDENER BUILDING
 ONE SOUTH PENN SQUARE
 PHILADELPHIA, PA 19107
 215-575-4200
 TAX ID NO: 23-1525820

The United Kingdom Mutual Steamship
 Assurance Association (Bermuda) Ltd.
 As paying agent of the owner
 of the M/V APL GARNET
 c/o Thomas Miller P&I

M/V APL GARNET
 Container Thefts of
 Men's Shirts
 B/L 460155893
 and 460156264
 dated May, 16, 1999

Attention: Service Department
 Invoice No. 0110289
 Invoice Date: 10/10/01

Your Ref: 99/013232
 Matter No. 435,168
 Service: Legal

 Re: M/V APL GARNET

FOR PROFESSIONAL SERVICES RENDERED THROUGH 09/10/01:

Date	Tkpr		Hours	Value
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04/11/01	JAW	RECEIVED AND REVIEWED CORRESPONDENCE FROM PLAINTIFF'S COUNSEL REGARDING DEPOSITION OF APPROPRIATE REPRESENTATIVE OF PLAINTIFF. RECEIVED AND REVIEWED MOTION TO CONSOLIDATE AND ALL RESPONSES. RECEIVED AND REVIEWED PLAINTIFF'S DISCOVERY RESPONSES.	0.3	36.00
04/18/01	JAW	RECEIVED AND REVIEWED MOTION TO CONSOLIDATE AND ALL RESPONSIVE PLEADINGS FROM PLAINTIFF'S COUNSEL.	0.4	48.00
04/19/01	JAW	DRAFTED REPORT LETTER TO CLIENT REGARDING STATUS OF CASE AND MOTION TO CONSOLIDATE. DRAFTED LETTER TO KELLAWAY'S COUNSEL REGARDING PROCEDURAL POSTURE OF CONSOLIDATION MATTER. TELEPHONE CALL FROM KELLAWAY'S COUNSEL REGARDING CONSENT TO CONSOLIDATE.	0.6	72.00
05/02/01	JAW	RECEIVED AND REVIEWED ORDER OF CONSOLIDATION FROM COURT.	0.1	12.00
05/04/01	JAW	DRAFTED LETTER TO CLIENT REGARDING ORDER OF CONSOLIDATION.	0.2	24.00

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435168 M/V APL GARNET
10/10/01

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Date	Tkpr		Hours	Value
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05/11/01	JAW	RECEIVED AND REVIEWED ACL DISCOVERY DEMANDS TO ALL PARTIES.	0.3	36.00
05/14/01	JAW	TELEPHONE CALL FROM PLAINTIFF'S COUNSEL REGARDING STATUS OF NEW DISCOVERY SCHEDULE.	0.1	12.00
05/17/01	JAW	RECEIVED AND REVIEWED SIGNATURE PAGE FROM CODEFENDANT'S COUNSEL. RECEIVED AND REVIEWED CORRESPONDENCE FROM KELLAWAY COUNSEL TO JUDGE RAMBO REGARDING INCORRECT CASE MANAGEMENT ORDER. RECEIVED AND REVIEWED CORRESPONDENCE FROM KELLAWAY'S COUNSEL REGARDING CONCURRENCE FOR ORDER CONSOLIDATING THE CASE. RECEIVED AND REVIEWED PETITION FOR PRO HAC VICE ADMISSION BY COUNSEL FOR KELLAWAY. RECEIVED AND REVIEWED CORRESPONDENCE FROM COUNSEL REGARDING STIPULATION FOR PROPOSED EXTENSION OF DISCOVERY DEADLINES. RECEIVED AND REVIEWED CORRESPONDENCE FROM COUNSEL REGARDING REVISED STIPULATION EXTENDING DISCOVERY. TELEPHONE CALL TO PLAINTIFF'S COUNSEL REGARDING RECEIPT OF PROPOSED ORDER. DRAFTED LETTER TO COUNSEL REGARDING SIGNED STIPULATION FOR PROPOSED ORDER TO EXTEND DISCOVERY DEADLINES. DRAFTED LETTER TO CLIENT REGARDING STATUS OF CASE.	1.1	132.00
05/18/01	JAW	RECEIVED AND REVIEWED CORRESPONDENCE FROM PLAINTIFF'S COUNSEL REGARDING 120 DAY DISCOVERY EXTENSION.	0.1	12.00
05/21/01	JAW	RECEIVED AND REVIEWED CORRESPONDENCE AND SECOND VERSION OF PROPOSED CASE MANAGEMENT ORDER FROM KELLAWAY'S COUNSEL. DRAFTED LETTER TO CLIENT REGARDING PROPOSED DISCOVERY CHANGES.	0.3	36.00
05/24/01	JAW	RECEIVED AND REVIEWED COURT-APPROVED STIPULATION TO AMEND CASE MANAGEMENT	0.3	36.00

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435168
10/10/01

M/V APL GARNET

Invoice Number 0110289
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Date	Tkpr		Hours	Value
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		ORDER. DRAFTED LETTER TO CLIENT REGARDING NEW DISCOVERY DATES PURSUANT TO COURT-APPROVED STIPULATION.		
05/25/01	JAW	RECEIVED AND REVIEWED CORRESPONDENCE AND STIPULATION FROM COUNSEL FOR KELLAWAY TO CHANGE CAPTION OF CASE. DRAFTED LETTER TO KELLAWAY'S COUNSEL REGARDING STIPULATION TO CHANGE CAPTION.	0.3	36.00
06/01/01	JAW	RECEIVED AND REVIEWED STIPULATION FROM PLAINTIFF'S COUNSEL REGARDING CHANGE IN CAPTION. RECEIVED AND REVIEWED EXECUTED STIPULATION FROM CO-DEFENDANT'S COUNSEL REGARDING CHANGE IN CAPTION.	0.2	24.00
06/05/01	JAW	RECEIVED AND REVIEWED A COPY OF LEASE FROM KELLAWAY.	0.1	12.00
06/10/01	DPT	CORRESPOND WITH P'S COUNSEL, SCHEDULING DEPOSITION	0.2	33.00
06/18/01	DPT	CORRESPOND WITH ALL COUNSEL	0.1	16.50
06/21/01	DPT	RCV'D, REV'D P'S AMENDED COMPLAINT NAMING JVE CO. AS DEFENDANT, COMPARE WITH ORIGINAL COMPLAINT, TELEPHONE P'S COUNSEL, CORRESPOND WITH KELLAWAY COUNSEL REGARDING OVERDUE DISCOVERY. PREPARE ANSWER TO AMENDED COMPLAINT, CROSSCLAIM AGAINST CO-DEFENDANT JVE CO. PREPARE I/R AND RFD TO DEFENDANT JVE CO.	1.3	214.50
06/29/01	DPT	TELEPHONE FROM FORMER JVE MGR RE DEFUNCT STATUS OF CORPORATION	0.3	49.50
07/02/01	DPT	INSTRUCTIONS TO WCM	0.2	33.00
07/06/01	DPT	RCV'D PLEADING FROM COURT. RCV'D REV'D THIRD PARTY COMPLAINT OF DAADS V. JVE CO., INC.	0.3	49.50

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10/10/01

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Date	Tkpr		Hours	Value
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07/10/01	CWM	RECEIVE AND REVIEW MEMORANDUM FROM DPT REGARDING PLAINTIFF'S DEPOSITION AND STATUS OF J.V.E.	0.2	24.00
07/12/01	CWM	RECIEVE AND REVIEW DISCOVERABLE DOCUMENTS PROVIDED IN RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS OF KELLAWAY TRANSPORTATION, INC.	2.9	348.00
07/12/01	DPT	RCV'D REV'D KELLAWAY'S DISCOVERY RESPONSES	0.3	49.50
07/16/01	DPT	RCV'D REV'D D'S PRO HAC VICE MOTION	0.1	16.50
07/18/01	DPT	RCV'D REV'D ANSWER AND CROSSCLAIM OF KELLAWAY INTERMODAL, INSTRUCTIONS TO WCM	0.1	16.50
07/23/01	CWM	DRAFT PRO HACE VICE MOTION FOR MIDDLE DISTRICT.	0.2	24.00
07/30/01	CWM	DRAFT ANSWER TO CROSS CLAIM OF KELLAWAY INTERMODAL.	0.8	96.00
08/02/01	CWM	RECEIVE AND REVIEW NOTICE OF DEPOSITION OF KELLAWAY; TELEPHONE CALL TO COUNSEL FOR MAERSK DEPOSITION SCHEDUALS AND DISCOVERY DEADLINE; REVISE ANSWER TO CROSS CLAIM; RECEIVE AND REVIEW CORRESPONDENCE FROM COUNSEL FOR MAERSK WHICH INCLUDED EXTENSIVE DISCOVERY REQUESTS; REVIEW DISCOVERY REQUESTS; TELEPHONE CALL WITH COUNSEL FOR MAERSK TO DISCUSS KELLAWAY AS TARGET OF LITIGATION.	1.8	216.00
08/20/01	CWM	RECEIVE AND REVIEW CORRESPONDENCE FROM PLAINTIFF'S COUNSEL REGARDING DEPOSITIONS; REVIEW FILE TO PREPARE REPORT TO CLIENT; PREPARE REPORT TO CLIENT REGARDING FUTURE HANDLING.	0.9	108.00
08/23/01	CWM	TELEPHONE CALL FROM PLAINTIFF'S COUNSEL REGARDING DEPOSITION OF CORPORATE REPRESENTATIVE; DRAFT LETTER TO KEVIN	0.9	108.00

006135
 435168 M/V APL GARNET
 10/10/01

Invoice Number 0110289
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Date	Tkpr		Hours	Value
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		HARTMAN REGARDING DEPOSITION OF CORPORATE REPRESENTATIVE; REVIEW SCHEDULE OF DEPOSITIONS; TELEPHONE CALL WITH CO-DEFENSE COUNSEL REGARDING EXTENSIONS OF DISCOVERY DEADLINES.		
08/24/01	CWM	REVIEW UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT AND INSURANCE REQUIREMENTS WITH REGARD TO NAMING PARTIES ADDITIONAL ASSUREDS; CONDUCT RESEARCH WITH REGARD TO REQUIREMENT TO INDEMNIFY BASED ON THE INTERCHANGE AGREEMENT; DRAFT LETTER TO ATTORNEY FOR KELLAWAY TENDERING DEFENSE AND REQUESTING COPIES OF INSURANCE POLICIES; RESEARCH THE ISSUE OF FILING A DECLARATORY JUDGMENT ACTION WITH REGARD TO INSURANCE POLICIES; REVISE LETTER TO CLIENT WITH REGARD TO DEPOSITION OF CORPORTATE REPRESENTATIVE.	3.8	456.00
08/27/01	CWM	DRAFT STATUS REPORT TO CLIENT WITH REGARD TO FACTS OF CASE, DAMAGES, EXPERT REPORTS AND DEFENSES TO CLAIMS; RESEARCH ISSUE OF COGSA DEFENSES EXTENDING TO INTERMODAL TRANSPORT AND SHIFTING BURDENS OF PROOF WITH REGARD TO DEFENSES.	2.8	336.00
08/27/01	CDB	INTRA-OFFICE CONFERENCE WITH CWM REGARDING INDEMNITY AGREEMENT AND INSURANCE COVERAGE. REVIEWED AND SUPPLEMENTED TENDER LETTER.	0.4	66.00
08/28/01	CWM	CONDUCT RESEARCH WITH REGARD TO COGSA PACKAGE LIMITATION AND DEFENSE UNDER 46 U.S.C. 1304 AND BURDENS OF PROOF.	1.6	192.00
08/30/01	CWM	RECEIPT AND REVIEW OF CORRESPONDENCE FROM PLAINTIFF'S COUNSEL WITH REGARD TO DEPOSITIONS; REVIEW DOCUMENTATION ENCLOSED IN CORRESPONDENCE REGARDING CUSTOMS CLEARANCE; CONDUCT RESEARCH WITH REGARD TO TIME OF DELIVERY TO CONSIGNEE.	1.9	228.00

006135
 435168 M/V APL GARNET
 10/10/01

Invoice Number 0110289
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Date	Tkpr		Hours	Value
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09/01/01	CWM	DRAFT LETTER TO COUNSEL WITH REGARD TO DISCOVERY EXTENSION AND DEPOSITIONS.	0.2	24.00
09/05/01	CWM	TELEPHONE CALL TO PLAINTIFF'S COUNSEL TO CONFIRM DEPOSITION; PREPARE FOR DEPOSITION OF JVE CORP.	1.7	204.00
09/06/01	CWM	TRAVEL TO HARRISBURG TO PARTICIPATE IN DEPOSITION OF CORPORATE REPRESENTATIVE OF JVE CORP. ; PARTICIPATE IN THE DEPOSITION OF JVE CORP.; RETURN TO PHILADELPHIA; RECEIVE AND RETURN PHONE CALL FROM PLAINTIFF'S COUNSEL WITH REGARD TO PROPER MAILING ADDRESS.	6.8	816.00
09/07/01	CWM	RECEIVE AND REVIEW CORRESPONDENCE FROM PLAINTIFF'S ATTORNEY IN MAERSK LINE CASE AND REVIEW DOCUMENTATION AND REQUEST FOR ADMISSIONS CONTAINED THEREIN; DRAFT MEMORANDUM OF DEPOSITION TESTIMONY OF SMITH FROM JVE CORP.	2.2	264.00
09/07/01	AMH	REVIEWED STATUS REGARDING OUTSTANDING DISCOVERY.	0.8	132.00
09/10/01	CWM	RECEIVE AND REVIEW MEMORANDUM FROM AMH REGARDING STATUS OF VARIOUS ISSUES; DRAFT PRO HAC VICE PLEADINGS FOR AMH; PREPARE RESPONSE TO MEMORANDUM FROM AMH; RECEIVE AND REVIEW CORRESPONDENCE FROM CO-DEFENSE COUNSEL REGARDING DEPOSITIONS.	0.9	108.00
09/10/01	AMH	PREPARED MEMORANDUM REGARDING STATUS & STRATEGY ; UPDATED DISCOVERY ISSUES	0.9	148.50

		TOTAL HOURS	39.0	

006135
 435168 M/V APL GARNET
 10/10/01

Invoice Number 0110289
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During the period in question we expended
 39.0 hours as follows :

SENIOR ASSOCIATE TIME :

James A. Wescoe	JAW	4.4 hours @ \$120.00 =	\$528.00
Charles W. McCammon	CWM	29.6 hours @ \$120.00 =	\$3,552.00

PARTNER TIME :

Carl D. Buchholz, III	CDB	0.4 hours @ \$165.00 =	\$66.00
Ann-Michele M. Higgins	AMH	1.7 hours @ \$165.00 =	\$280.50
David P. Thompson	DPT	2.9 hours @ \$165.00 =	\$478.50

CURRENT FEES

4,905.00

FOR COSTS ADVANCED AND EXPENSES INCURRED:

TRAVEL	3.07
DELIVERY SERVICE	11.79
DUPLICATING IN-OFFICE	164.00
FILING FEES	50.00
POSTAGE/SHIPPING	34.68
RECORD COPY FEES	164.10
FACSIMILE	78.00
LONG DISTANCE	5.30
TRAVEL	102.67
CURRENT EXPENSES	613.61

TOTAL AMOUNT OF THIS INVOICE

5,518.61
 =====

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10/10/01

Invoice Number 0110289

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PAYMENT TERMS: NET 30 DAYS
PLEASE REFERENCE THE INVOICE
NUMBER ON YOUR REMITTANCE

G

RAWLE & HENDERSON LLP
 THE WIDENER BUILDING
 ONE SOUTH PENN SQUARE
 PHILADELPHIA, PA 19107
 215-575-4200
 TAX ID NO: 23-1525820

Mel Patterson
 Thomas Miller (Americas), Inc.
 505 Montgomery Street
 San Francisco, CA 94111-5401

Invoice Number 0108399
 Invoice Date 08/09/01
 Client Number 006135
 Matter Number 435168
 Incident Date 06/18/99
 YOUR File M/V APL GAR
 NET VOYAGE

 Re: M/V APL GARNET

FOR PROFESSIONAL SERVICES RENDERED FROM 02/07/01 THROUGH 03/31/01:

Date	Tkpr		Hours	Value
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02/07/01	JAW	RECEIVED AND REVIEWED LETTER FROM PLAINTIFF'S COUNSEL REGARDING INSPETION OF KELLAWAY FACILITY.	0.1	12.00
02/07/01	JAW	DRAFTED RESPONSES TO PLAINTIFF'S REQUEST FOR ADMISSIONS.	1.0	120.00
02/12/01	DPT	CORRESPOND WITH ADVERSARY.	0.1	16.50
02/13/01	DPT	TELEPHONE PLAINTIFF'S COUNSEL.	0.3	49.50
02/13/01	JAW	RECEIVED AND REVIEWED CORRESPONDENCE FROM KELLAWAY'S COUNSEL REGARDING DISCOVERY.	0.1	12.00
02/15/01	JAW	TELEPHONE CALL TO KELLAWAY'S COUNSEL REGARDING SETTLEMENT POSITION.	0.1	12.00
02/15/01	JAW	DRAFTED LETTER TO KELLAWAY'S COUNSEL REGARDING HIS REQUEST FOR PRIVILEGE LOG.	0.2	24.00
02/16/01	JAW	TELEPHONE CALL TO CLIENT REGARDING T.I.R. REPORT.	0.1	12.00
02/16/01	JAW	REVIEWED FILE FOR INFORMATION REGARDING TRANSFER INTERCHANGE AGREEMENT.	0.3	36.00

006135 THOMAS MILLER (AMERICAS) INC.
 435168 M/V APL GARNET
 08/09/01

Invoice Number 0108399
 Page 2

Date	Tkpr		Hours	Value
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02/19/01	JAW	DRAFTED LETTER TO CLIENT REGARDING REQUEST FOR TIR, INTERMODEL AGREEMENT INFORMATION.	0.2	24.00
02/19/01	JAW	CONTINUED DRAFT OF RESPONSES TO PLAINTIFF'S REQUEST FOR ADMISSIONS.	1.3	156.00
02/19/01	JAW	DRAFTED LETTER TO PLAINTIFF'S COUNSEL REGARDING RESPONSE TO REQUEST FOR ADMISSIONS.	0.2	24.00
02/19/01	JAW	TELEPHONE CALL FROM PLAINTIFF'S COUNSEL REGARDING RESPONSE TO REQUEST FOR ADMISSIONS.	0.1	12.00
02/19/01	JAW	FOLLOW-UP CALL TO THIRD PARTY DEFENDANT'S COUNSEL REGARDING SETTLEMENT POSITION.	0.1	12.00
02/20/01	DPT	RCV'D CORRESP FROM P'S COUNSEL RE SETTLEMENT DEMAND AND DISCOVERY REQUESTS.	0.1	16.50
02/20/01	JAW	TELEPHONE CALL FROM KELLAWAY'S COUNSEL REGARDING POTENTIAL SETTLEMENT.	0.1	12.00
02/21/01	DPT	REVISE REPORT TO CLIENT	0.1	16.50
02/21/01	JAW	TELEPHONE CALL TO PLAINTIFF'S COUNSEL REGARDING DEMAND STATUS.	0.1	12.00
02/21/01	JAW	RECEIVED AND REVIEWED CORRESPONDENCE FROM PLAINTIFF'S COUNSEL REGARDING DISCOVERY ISSUES.	0.1	12.00
02/21/01	JAW	DRAFTED STATUS LETTER TO CLIENT REGARDING SETTLEMENT STATUS AND DISCOVERY STATUS.	0.3	36.00
03/01/01	DPT	TELEPHONE FROM P'S COUNSEL, DISCUSS FURTHER DISCOVERY NEEDED WITH JAW	0.2	33.00
03/01/01	JAW	TELEPHONE CALL FROM PLAINTIFF'S COUNSEL REGARDING DISCOVERY STATUS.	0.1	12.00

006135 THOMAS MILLER (AMERICAS) INC.
 435168 M/V APL GARNET
 08/09/01

Invoice Number 0108399
 Page 3

Date	Tkpr		Hours	Value
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03/01/01	JAW	TELEPHONE CALL TO PLAINTIFF'S COUNSEL REGARDING RESPONSE TO DEMAND.	0.1	12.00
03/05/01	DPT	RCV'D REV'D NOTICE OF DEP, CORRESPONDENCE WITH CLIENT	0.1	16.50
03/05/01	JAW	DRAFTED ELTTER TO CLIENT REGARDING DISCOVERY NEEDED FOR CASE.	0.3	36.00
03/05/01	JAW	DRAFTED NOTICE OF DEPOSITION TO PLAINTIFF.	0.4	48.00
03/05/01	JAW	DRAFTED NOTICE OF DEPOSITION TO THIRD-PARTY DEFENDANT.	0.4	48.00
03/05/01	JAW	DRAFTED LETTER TO COUNSEL FOR KELLAWAY REGARDING DEPOSITION.	0.2	24.00
03/05/01	JAW	DRAFTED LETTER TO PLAINTIFF'S COUNSEL REGARDING DEP AND DISCOVERY ISSUES.	0.3	36.00
03/09/01	JAW	RECEIVED AND REVIEWED CORRESPONDENCE FROM PLAINTIFF'S COUNSEL REGARDING DISCOVERY AND SUPPLEMENTAL REPORT OF PLAINTIFF'S LIABILITY EXPERT; TELEPHONE CALL FROM COUNSEL FOR PEN WAREHOUSE REGRADING STATUS OF CASE - NO GROUNDS FOR NAMING PENN WAREHOUSE.	0.3	36.00
03/09/01	DPT	TELEPHONE FROM CLIENT, TELEPHONE ADVERSARY RE DEPOSITION ISSUES	0.2	33.00
03/12/01	JAW	DRAFTED FOLLOW UP LETTER TO CLIENT REGARDING DISCOVERY STATUS.	0.2	24.00
03/13/01	JAW	RECEIVED AND REVIEWED NOTICE OF DEPOSITION OF PLAINTIFF'S REP FROM KELLAWAY.	0.1	12.00
03/13/01	JAW	TELEPHONE CALL FROM KELLAWAY'S COUNSEL REGARDING DISCOVERY STATUS.	0.1	12.00

006135 THOMAS MILLER (AMERICAS) INC.
 435168 M/V APL GARNET
 08/09/01

Invoice Number 0108399
 Page 4

Date	Tkpr		Hours	Value
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03/14/01	JAW	TELEPHONE CALL FROM PLAINTIFF'S COUNSEL REGARDING NO APPEARANCE OF WITNESS FOR DEPOSITION.	0.1	12.00
03/14/01	DPT	TELEPHONE FROM KEVIN HARTMANN RE DISCOVERY ISSUES	0.2	33.00
03/14/01	DPT	INSTRUCTIONS TO JAW RE DISCOVERY RESPONSES	0.2	33.00
03/14/01	DPT	RCV'D CORRESPONDENCE FROM CLIENT	0.1	16.50
03/15/01	DPT	REVISE CORRESPONDENCE WITH MITSUI AND WITH P'S COUNSEL	0.1	16.50
03/15/01	JAW	DRAFTED LETTER TO COUNSEL REGARDING CONFIRM DEPOSITION STATUS.	0.2	24.00
03/15/01	JAW	RECEIVED AND REVIEWED UNIFORM INTERMODAL INTERCHANGE AGREEMENT SENT BY CLIENT.	0.1	12.00
03/15/01	JAW	DRAFTED REPORT LETTER TO CLIENT REGARDING DISCOVERY ISSUES.	0.3	36.00
03/15/01	JAW	DRAFTED LETTER TO KELLAWAY'S COUNSEL REGARDING OVERDUE DISCOVERY.	0.2	24.00
03/15/01	JAW	DRAFTED LETTER TO PLAINTIFF'S COUNSEL REGARDING OVERDUE DISCOVERY.	0.2	24.00
03/15/01	JAW	REVIEWED FILE FOR ADDITIONAL INFORMATION ABOUT DISCOVERY STATUS.	0.2	24.00
03/15/01	JAW	DRAFTED LETTER TO PLAINTIFF'S COUNSEL REGARDING ADDITIONAL DISCOVERY RESPONSES PROVIDED BY OUR CLIENT.	0.3	36.00
03/15/01	JAW	RECEIVED AND REVIEWED KELLAWAY'S COUNSEL'S PETITION FOR ADMISSION.	0.1	12.00
03/16/01	JAW	RECEIVED CORRESPONDENCE FROM CLIENT REGARDING NOTICE OF DEPOSITION.	0.1	12.00

006135 THOMAS MILLER (AMERICAS) INC.
 435168 M/V APL GARNET
 08/09/01

Invoice Number 0108399
 Page 5

Date	Tkpr		Hours	Value
-----	----		-----	-----
03/16/01	JAW	DRAFTED LETTER TO CLIENT REGARDING NOTICE OF DEPOSITIONS.	0.2	24.00
03/19/01	JAW	RECEIVED AND REVIEWED CORRESPONDENCE FROM PLAINTIFF'S COUNSEL REGARDING OVERDUE DISCOVERY.	0.1	12.00
03/19/01	JAW	DRAFTED LETTER TO PLAINTIFF'S COUNSEL REGARDING OVERDUE DISCOVERY.	0.3	36.00
03/19/01	DPT	REVIEW CORRESP W P'S COUNSEL	0.1	16.50
03/19/01	DPT	RCV'D FURTHER MESSAGE FROM P'S COUNSEL	0.1	16.50
03/20/01	DPT	TELEPHONE FROM P'S COUNSEL	0.1	16.50
03/21/01	JAW	TELEPHONE CALL FROM PLAINTIFF'S COUNSEL REGARDING DISCOVERY ISSUES.	0.2	24.00
03/21/01	JAW	DRAFTED LETTER TO COUNSEL FOR KELLAWAY REGARDING OVERDUE DISCOVERY.	0.2	24.00
03/21/01	JAW	DRAFTED LETTER TO PLAINTIFF'S COUNSEL REGARDING SUPPLEMENTAL AMENDED RESPONSES TO REQUEST FOR ADMISSIONS.	0.2	24.00
03/21/01	JAW	DRAFTED SUPPLEMENTAL RESPONSES TO PLAINTIFF'S REQUEST FOR ADMISSIONS.	0.8	96.00
03/21/01	DPT	TELEPHONE ADVERSARY RE FURTHER DISCOVERY NEEDS	0.4	66.00
03/22/01	DPT	REVISE AMENDED ANSWERS TO INTERROGATORIES	0.3	49.50
03/26/01	JAW	RECEIVED AND REVIEWED CORRESPONDENCE FROM PLAINTIFF'S COUNSEL REGARDING CONSOLIDATION AND DISCOVERY ISSUES.	0.1	12.00
		TOTAL HOURS	----- 13.5	

006135 THOMAS MILLER (AMERICAS) INC.
 435168 M/V APL GARNET
 08/09/01

Invoice Number 0108399
 Page 6

During the period in question we expended
 13.5 hours as follows :

SENIOR ASSOCIATE TIME :

 James A. Wescoe JAW 10.8 hours @ \$120.00 = \$1,296.00

PARTNER TIME :

 David P. Thompson DPT 2.7 hours @ \$165.00 = \$445.50

CURRENT FEES 1,741.50

FOR COSTS ADVANCED AND EXPENSES INCURRED:

DELIVERY SERVICE	22.94
DUPLICATING IN-OFFICE	29.50
POSTAGE/SHIPPING	5.68
FACSIMILE	100.50
LONG DISTANCE	1.32
CURRENT EXPENSES	159.94

TOTAL AMOUNT OF THIS INVOICE 1,901.44
 =====

TOTAL BALANCE DUE UPON RECEIPT 1,901.44
 =====

PAYMENT TERMS: NET 30 DAYS
 PLEASE REFERENCE THE INVOICE
 NUMBER ON YOUR REMITTANCE

H

RAWLE & HENDERSON LLP
 THE WIDENER BUILDING
 ONE SOUTH PENN SQUARE
 PHILADELPHIA, PA 19107
 215-575-4200
 TAX ID NO: 23-1525820

Mel Patterson
 Thomas Miller (Americas), Inc.
 505 Montgomery Street
 San Francisco, CA 94111-5401

Invoice Number 0009651
 Invoice Date 09/22/00
 Client Number 006135
 Matter Number 435168
 Incident Date 06/18/99
 YOUR File

 Re: PHILLIPS-VAN HEUSEN CORP. V. MITSUI OSK LINES (AMERICA) INC.

FOR PROFESSIONAL SERVICES RENDERED THROUGH 08/31/00:

Date	Tkpr		Hours	Value
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08/01/00	DPT	TELEPHONE FROM K. HARTMANN, OPEN NEW FILE	0.2	33.00
08/01/00	DPT	CORRESPOND WITH CLIENT, TELEPHONE ADVERSARY	0.2	33.00
08/02/00	DPT	TELEPHONE PLAINTIFF'S COUNSEL, OBTAIN EXTENSION, CONFIRM IN WRITING	0.3	49.50
08/04/00	DPT	TELEPHONE K. HARTMANON, REVIEW CLAIMS FILE	0.7	115.50
08/04/00	DPT	REVIEW CERTIFICATE ON INSURANCE	0.2	33.00
08/07/00	DPT	RECEIVED AND REVIEWED BILL OF LADING TERMS	0.3	49.50
08/10/00	DPT	RECEIVED CORRESPONDENCE FROM PLAINTIFF'S COUNSEL	0.1	16.50
08/29/00	JAW	RECEIVED AND REVIEWED FILE CONTENTS IN PREPARATION FOR DRAFT OF ANSWER AND 3RD PARTY COMPLAINT	1.6	192.00
08/29/00	JAW	DRAFTED ANSWER OF THIRD PARTY COMPLAINT	2.2	264.00

006135 THOMAS MILLER (AMERICAS) INC.
 435168 PHILLIPS-VAN HEUSEN CORP. V. MITSUI OSK
 09/22/00

Invoice Number 0009651
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Date	Tkpr		Hours	Value
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08/29/00	JAW	DRAFTED LETTER TO COURT RE: FILING OF ANSWER	0.2	24.00
08/30/00	JAW	DRAFTED AND COMPLETED REVISED ANSWER AND 3RD PARTY COMPLAINT	0.4	48.00
08/30/00	JAW	DRAFTED SUMMONS	0.2	24.00
08/30/00	JAC	REVIEW ANSWER TO COMPLAINT.	0.6	72.00

		TOTAL HOURS	7.2	

During the period in question we expended
 7.2 hours as follows :

SENIOR ASSOCIATE TIME :

James A. Wescoe	JAW	4.6 hours @ \$120.00 =	\$552.00
Jennifer A. Cottell	JAC	0.6 hours @ \$120.00 =	\$72.00

PARTNER TIME :

David P. Thompson	DPT	2.0 hours @ \$165.00 =	\$330.00
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CURRENT FEES

954.00

006135 THOMAS MILLER (AMERICAS) INC.
435168 PHILLIPS-VAN HEUSEN CORP. V. MITSUI OSK
09/22/00

Invoice Number 0009651
Page 3

FOR COSTS ADVANCED AND EXPENSES INCURRED:

DUPLICATING IN-OFFICE	34.25
POSTAGE/SHIPPING	2.20
CURRENT EXPENSES	36.45

TOTAL AMOUNT OF THIS INVOICE	990.45
	=====

PAYMENT TERMS: NET 30 DAYS
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NUMBER ON YOUR REMITTANCE



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ID No.: 23-2665492

Through Transport Mutual/TT Club
As paying agent
c/o Thomas Miller P&I
Attention: Service Department

Invoice No: 1185723

12/26/2001 6155 FK

Re: Phillips-Van Heusen Corp. vs. Mitsui OSK Lines, Ltd, et al.
Assignment Date: November 20, 2001

David M. McLaughlin

Standard Billing - Copy 241.0 Pages
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Total Amount \$	581.35
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ID No.: 23-2665492

Through Transport Mutual/TT Club
As paying agent
c/o Thomas Miller P&I

Attention: Service Department

Invoice No: 1180464

10/19/2001 6155 HA

Re: Phillips-Van Heusen Corp. vs. J.V.E. Co., Inc.
Assignment Date: October 02, 2001

Vincent Pastore

Standard Billing - Copy	237.0	Pages	556.95
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			=====
		Total Amount \$	564.45
		Less Paid To Date \$	0.00
		Total due \$	564.45

United We Stand!!

Please Make Checks Payable To:
Royal Court Reporting Service

CERTIFICATE OF SERVICE

I hereby certify that on this date, a copy of the foregoing Trial Brief Regarding the Issue of Attorney's Fees on behalf of defendant Mitsui O.S.K. Lines Ltd. has been served on all counsel of record via U.S. First Class Mail, postage pre-paid to:

George R. Zacharkow, Esquire
Mattioni, Ltd.
399 Market Street
Second Floor
Philadelphia, PA 19106-2138

Patrick J. Keenan, Esquire
The Curtis Center, Suite 1150
Independence Square West
Philadelphia, PA 19106

William E. Ecenbarger, Jr., Esquire
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956 Public Ledger building
620 Chestnut Street
Philadelphia, PA 19106

Carl H. Delacato, Jr., Esquire
Frederick E. Blakelock, Esquire
Hecker, Brown, Sherry & Johnson
1700 Two Logan Square
18th & Arch Streets
Philadelphia, PA 19103

Charles W. McCammon, Esquire
Ann-Michele G. Higgins, Esquire

Date: _____

CERTIFICATE OF SERVICE

I hereby certify that on this date, a copy of the foregoing Trial Brief Regarding the Issue of Attorney's Fees on behalf of defendant Mitsui O.S.K. Lines Ltd. has been served on all counsel of record via U.S. First Class Mail, postage pre-paid to:

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Philadelphia, PA 19103



Charles W. McCammon, Esquire
Ann-Michele G. Higgins, Esquire

Date: 9/3/02